

Department of Transportation
Federal Highway Administration
Central Federal Lands Highway Division

HI STP/PLH KEPO 10(3)
Kealia Pond
Kealia Pond National Wildlife Refuge
Maui County, Hawaii

INVITATION FOR BID

This invitation for bid cites Federal Highway Administration
Specifications FP-96, 1996, English Units

Cut and Paste on Bid Submittal Envelope

Contractor _____

Street Address _____

City/State/Zip _____

OF-17 (cflhd7/03)

FAR (48) CFR 53.214(g)

OFFER LABEL

FAR (48) CFR 53.215-1(h)

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES LARGER THAN 156 mm (6 ½ INCHES) IN HEIGHT AND 292 mm (11 ½ INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the lower left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 ½ inches by 11 ½ inches) or smaller.

OFFER

SOLICITATION NO.

DATE FOR RECEIPT OF OFFERS

TIME FOR RECEIPT OF OFFERS

OFFICE DESIGNATED TO RECEIVE OFFERS

State: Hawaii

County: Maui

Location: Kealia Pond National Wildlife Refuge

Length: Schedule A = 0.180 m

Type of Improvement: Asphalt Concrete Pavement

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NOTICE TO BIDDERS AND OFFERORS

Before mailing your offer, please check the following:

- Your offer sets forth full, accurate, and complete information as required by this solicitation, including representations and certifications/bidders qualifications and acknowledgement of any amendments that may have been issued.
- You have completed the bid schedule and checked your bid figures, including calculations on your work sheets.
- You have provided the required minimum Bid guarantee in proper form and amount including Power of Attorney Affidavit. See FAR Provision 52.228-1.
- You have completed and signed all required documents.

INVITATION FOR BID BOOKLET

It is the responsibility of the bidder to verify that this solicitation booklet is complete as listed in the table of contents. Also, the bidder is responsible for submitting all required forms and documents with the bid.

Applicable FAR provisions and clauses in this IFB are incorporated by reference or full text. FAR provisions and clauses incorporated by reference can be accessed on the Internet at www.arnet.gov/far/. Bidders are strongly encouraged to review the provisions and clauses referenced in this document before submitting a bid.

Bidders **must** fill out and submit with their offers: (1) This page completed, which indicates interest in partnering (2) Pages A-1 and A-2; (3) Pages B-1 through B-6 (4) Sections C and D in their entirety; and (4) Page F-3 of the Contract Clauses indicating Bidder's option to waive the price evaluation preference for HUBZone Certified Firms. The remaining pages should be retained by the bidder for their information.

PARTNERING (See Section I, Subsection 103.05 of the Special Contract Requirements)

Please indicate your interest in participating in Partnering by checking the appropriate blank below.

☐ The offeror is interested in participating in partnering.

☐ The offeror is not interested in participating in partnering.

NOTICE TO BIDDERS AND OFFERORS

BONDING

FAR Provision 52.228-1, Bid Guarantee, requires a bid guarantee of not less than 20 percent of the amount of the bid (see page A-3). A bid bond from a corporate surety must be from a surety acceptable to the Government as appearing on the Department of the Treasury's list of approved sureties. The bid bond must have an original signature and an embossed seal for the surety. If a Power of Attorney is required with the bid bond, an original, photocopy or facsimile of an original Power of Attorney is sufficient evidence of authority to bind the surety. If the Power of Attorney form contains any language stating that the Power of Attorney can be revoked at any time, the document must contain an original signature or an embossed seal in the certification section.

Small business concerns, including minority business enterprises, may obtain assistance in securing necessary bonding for this project by contacting the office of the Small Business Administration located in their State.

ATTENTION: Minority, Women-owned, and Disadvantaged Business Enterprises (DBEs). The Department of Transportation (DOT), offers working capital financing and bonding assistance for transportation related contracts. DOT's Bonding Assistance Program (BAP) offers bid, performance and payment bonds on contracts up to \$1,000,000. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$500,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

INDIVIDUAL SURETIES

See FAR contract clause 52.228-11, Pledges of Assets.

UTILIZATION OF SMALL BUSINESS, HUBZone SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, VETERAN OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS SUBCONTRACTING PROGRAM

FAR Clause 52.219-8, Utilization of Small Business Concerns states that Prime Contractors afford small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate I, requires that the large business concern who is the successful low bidder on a Federal project with an anticipated award amount exceeding \$1 million, is required to submit a subcontracting plan prior to contract award. The subcontracting plan expresses goals in terms of percentages of total planned subcontracting dollars for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. To view and download a sample plan for subcontracting requirements, visit <http://www.cflhd.gov/procurement/construction/reference-links.cfm>. If the apparent successful low bidder fails to submit a subcontracting plan acceptable to the CO within the

NOTICE TO BIDDERS AND OFFERORS

allowable time, that bidder may be ineligible for award of the contract.

A list of currently known business concerns owned and controlled by socially and economically disadvantaged individuals and/or women-owned small business concerns that have indicated an interest in participating in highway construction is available at <http://www.ccr.gov>

PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

The award of this contract is subject to a 10% Price Evaluation Preference for HUBZone Small Business Concerns (SBC). Refer to FAR Clause 52.219-4. This price evaluation preference can apply to any qualified HUBZone SBC certified by the Small Business Administration. For any HUBZone SBC electing to waive the preference, see Page F-3 of this solicitation.

NOTICE TO POTENTIAL HUBZONE SBC BIDDERS

In the event this full and open competition results in a contract award to a qualified HUBZone SBC after a price evaluation preference, FAR Clause 52.236-1, Performance of Work by the Contractor, on page F-4, does not apply.

§126.700 of the Code of Federal Regulations (Title 13, Part 126, Subpart G), stated below, will replace the performance of work requirements stated in the above mentioned FAR clause.

A qualified HUBZone SBC receiving a contract under this solicitation for general construction must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBCs. This requirement may be met by expending at least 50% of the cost of the contract incurred for personnel on its employees or it may subcontract at least 35% of the cost of the contract performance incurred for personnel to one or more qualified HUBZone SBCs. A qualified HUBZone SBC prime contractor may not, however, subcontract more than 50% of the cost of the contract incurred for personnel to non-qualified HUBZone SBCs.

PROGRESS PAYMENTS

The DFARS 204.7302, NASA, DOT and Treasury FAR Supplements, requires prospective bidders be registered in Central Contractor Registration (CCR) system prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement (Refer to FAR Clause 52.204-7, Central Contractor Registration). The DOT has partnered with the Department of Defense (DOD) to use the CCR system to obtain contractor financial electronic funds transfer (EFT) information.

NOTICE TO BIDDERS AND OFFERORS

FAR Clause 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration requires that the EFT information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment. Contractors must input and maintain their current EFT information.

To register in CCR, access the following DOD web site: www.ccr.gov.

FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, states reimbursement will be made for premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. As specified in the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), Section 151, Mobilization, payment for performance and payment bond premiums will be included in the mobilization item and shall not be in addition to the contract price.

FAR Clause 52.232-27, Prompt Payment for Construction Contracts, states the due date for progress payments shall be the 14th day after receipt of a proper payment request by the Government's designated billing office. Bidders are advised to review Subsection 109.08, Progress Payments and Subsection 109.05, Scope of Payment of the FP concerning direct and indirect payments.

FACSIMILE OR TELEGRAPHIC BIDS ARE NOT AUTHORIZED FOR THIS SOLICITATION

Bids may be modified or withdrawn by facsimile or telegraphic notice, if such notice is received by the time specified for receipt of bids. The Government will not be responsible for ANY failure attributable to the transmission or receipt of telegraphic or facsimile data. See FAR Provision 52.214-5, Submission of Bids.

FAX Number to submit modifications to bids for this project is (808) 541-2704.

A-1

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration or Repair)</i>	1. SOLICITATION NO. DTFH68-08-B-00022	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID <i>(IFB)</i> <input type="checkbox"/> NEGOTIATED <i>(RFP)</i>	3. DATE ISSUED September 2, 2008	PAGE OF PAGES 1 OF 2
IMPORTANT - THE "OFFER SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. HI STP/PLH KEPO 10(3), Kealia Pond	
7. ISSUED BY: FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS DIVISION 12300 WEST DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228		CODE: 69050001	8. ADDRESS OFFER TO: Federal Highway Administration Hawaii Division Office Attn: Ms. Richelle Takara 300 Ala Moana Boulevard, Room 3-306 Honolulu, HI 96850	
9. FOR INFORMATION CALL SEE PAGE A-3	A. NAME: SEE PAGE A-3		B. TELEPHONE NO. <i>(Include area code)</i> SEE PAGE A-3	
SOLICITATION <i>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."</i>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: CONSTRUCTION HI STP/PLH KEPO 10(3), KEALIA POND, IN STRICT ACCORDANCE WITH: <ol style="list-style-type: none"> 1. FEDERAL ACQUISITION AND TRANSPORTATION ACQUISITION REGULATIONS (FAR & TAR) 2. DEPARTMENT OF LABOR, DAVIS BACON MINIMUM WAGE RATES (See Section G) 3. SPECIAL CONTRACT REQUIREMENTS (See Section I) 4. PLANS 5. BID SCHEDULE (See Section B) 6. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-96, (1996) 7. SUBCONTRACTING PLAN (IF APPLICABLE) <p>See Subsection 104.04 of the FP for governing order of precedence</p> <p align="right">* 110 calendar days</p>				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u> </u> * calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable.				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8. by <u>2:00 p.m.</u> local time on <u>10/07/2008</u> . If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

A-2

OFFEROR (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
FACILITY CODE					SEE INDIVIDUAL BID SCHEDULE(S)				
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing with __ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
AMOUNTS					SEE INDIVIDUAL BID SCHEDULE(S)				
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 27 <i>(4 copies unless otherwise specified)</i>					25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 U.S.C. 637() <input type="checkbox"/> 41 U.S.C. 253(c)()				
26. ADMINISTERED BY CODE: _____					27. PAYMENT WILL BE MADE BY FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 W. DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

ADDITIONAL SOLICITATION INFORMATION

Block 9: DATA AVAILABLE

The following material is available electronically at www.cflhd.gov/procurement/construction/advertised-projects.cfm

Pavement Recommendations

GEOPAK earthwork runs

The following materials are available electronically:

Manual of Uniform Traffic Control Devices for Streets and Highways, (Current Edition published by U.S. Government Printing Office found at <http://mutcd.fhwa.dot.gov> .

AASHTO Manuals found at <http://fhwapap04.fhwa.dot.gov/index.jsp> under the Standard Specifications and Supplements link.

FP-96, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, 2003, found at <http://www.cflhd.gov/design/index.cfm#> under the Construction Specs tab.

Contractor Guidelines for Quality Control Plans and example QC Plans found at <http://www.cflhd.gov/design/index.cfm#> under the Construction Specs tab.

For amendments, bid results and tabulations or other procurement information please visit our website at www.cflhd.gov/procurement/construction

Block 13: A bid guarantee of not less than 20 percent of the amount of the bid or \$3 million, whichever is less, is required. If the bidder fails to provide the required bid guarantee in the proper form and amount, such failure may result in rejection of the bid. See FAR Provision 52.228-1, Bid Guarantee. If the bid guarantee is a bid bond, it must be submitted on Standard Form 24. Also refer to Subsections 102.03 and 102.04 of the FP for additional information.

Block 26: The Contractor shall submit invoices to:

FHWA, CFLHD, Project Engineer's Office (Address to be designated at preconstruction conference), for submission to the designated billing office shown in Block 7.

Final billing shall be submitted directly to the address shown in Block 7.

Other: The estimated price range of the project work is between \$500,000 and \$2,000,000.

For questions regarding access to the Federal Business Opportunities (FBO) website or how to obtain plans and other solicitation documents, please contact either Tiffany Atchison at (720) 963-3354 or Brenda McGehee at (720) 963-3353.

As explained in FAR Provision 52.214-6, any explanation or interpretation of the solicitation, drawings, specifications, etc must be requested in writing to one of the following:

E-mail address: CFLContracts@fhwa.dot.gov
FAX Number: 720-963-3360
Mailing Address: Federal Highway Administration
Central Federal Lands Highway Division
Attention: Acquisition and Contracting
12300 W. Dakota Avenue, Suite 360
Lakewood, Colorado 80228

Responses will be provided to the individual questioner and also be posted on our website at <http://www.cflhd.gov/procurement/construction/advertised-projects.cfm> under the project link. Potential Offerors are advised to check this site on a regular basis to assure the most current and up-to-date information.

All amendments resulting from this solicitation will be uploaded to the FBO website at http://www.fbo.gov/spg/DOT/FHWA/68/postdatePrevDays_1.html and posted on our website at <http://www.cflhd.gov/procurement/construction/advertised-projects.cfm> under Current Solicitations.

**BIDDERS PLEASE BE ADVISED THAT QUESTIONS RELATIVE TO THIS
IFB WILL NOT BE ACCEPTED AFTER 2:00 P.M. MDT ON OCTOBER 1, 2008.**

Bid Schedule Instructions

BIDDERS, PLEASE NOTE: Before preparing the bid, carefully read the Solicitation Provisions.

This Bid Proposal is comprised of one schedule of asphalt concrete pavement on 0.180 miles of roadway.

- Insert a numeric unit price for each pay item for which there is a quantity
- When the words “Lump Sum” appear as a unit price, insert an amount for each lump sum pay item.
- Multiply the unit price by the quantity for each pay item and show the amount bid.
- Total all amounts bid for each pay item and show the Total on line provided on Page B-4

Evaluation Factors for Award

To be eligible for award of contract the offeror shall submit prices for each item in the bid schedule.

Contract award will be made to the lowest responsible bidder conforming to the solicitation, provided funds are available.

All work must be completed within 110 calendar days from the Notice to Proceed.
The Notice to Proceed will be issued no later than December 7, 2008.

Small Business Subcontracting Plan

If the apparent low bidder is a Large Business, that Large Business must submit a Subcontracting Plan in accordance with FAR 52.219-9, Small Business Subcontracting Plan (Apr 2008), within 5 days after the Bid Opening. The clause and a sample plan are available at <http://www.cflhd.gov/procurement/construction/reference-links.cfm>.

The following is a list of recourses available for small business subcontracting opportunities:

- Central Contracting Registration—contractors can search for certified small businesses
- SUB-NET—contractors are able to post their need for small business contractors
(<http://web.sba.gov/subnet/search/index.cfm>)
- State Small Business Administration—to locate contractors
- Local newspaper—place ads

Bid Schedule

Project: HI STP/PLH KEPO 10(3)
KEALIA POND

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101	MOBILIZATION		
	ALL	Lump Sum	\$_____
15201	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$_____
15401	CONTRACTOR TESTING		
	ALL	Lump Sum	\$_____
15703	SILT FENCE		
	605		
	LNFT	\$_____	\$_____
15723	TEMPORARY DIVERSION BERM		
	200		
	LNFT	\$_____	\$_____
15735	SEDIMENT CONTROL LOG		
	5		
	EACH	\$_____	\$_____
15802	WATERING FOR DUST CONTROL		
	ALL	Lump Sum	\$_____
20101A	CLEARING		
	0.5		
	ACRE	\$_____	\$_____
20305	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		
	ALL	Lump Sum	\$_____
20307	SAWCUTTING PAVEMENT		
	505		
	LNFT	\$_____	\$_____
20409	EMBANKMENT CONSTRUCTION		
	700		
	CUYD	\$_____	\$_____
25101C	PLACED RIPRAP, CLASS 3		
	1		
	CUYD	\$_____	\$_____

Bid Schedule A

Project: HI STP/PLH KEPO 10(3)
KEALIA POND

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
30802B	ROADWAY AGGREGATE METHOD 2		
	540 TON	\$ _____	\$ _____
40201	MINOR HOT ASPHALT CONCRETE		
	355 TON	\$ _____	\$ _____
41101MB	PRIME COAT GRADE MC-70		
	3 TON	\$ _____	\$ _____
41103	BLOTTER		
	13 TON	\$ _____	\$ _____
41201CM	TACK COAT GRADE CSS-1, CSS-1H, SS-1, OR SS-1H		
	1 TON	\$ _____	\$ _____
60901L	PORTLAND CEMENT CONCRETE CURB, 4-INCH DEPTH		
	145 LNFT	\$ _____	\$ _____
60901N	PORTLAND CEMENT CONCRETE CURB, 6-INCH DEPTH		
	880 LNFT	\$ _____	\$ _____
60909A	WHEELSTOP (CONCRETE)		
	2 EACH	\$ _____	\$ _____
60914A	PORTLAND CEMENT CONCRETE VALLEY GUTTER		
	40 LNFT	\$ _____	\$ _____
61501B	PORTLAND CEMENT CONCRETE SIDEWALK		
	40 SQYD	\$ _____	\$ _____
61502B	PORTLAND CEMENT CONCRETE DRIVE PAD		
	70 SQYD	\$ _____	\$ _____
61508	DETECTABLE WARNING FIELD (TRUNCATED DOMES)		
	235 SQFT	\$ _____	\$ _____

Bid Schedule A

Project: HI STP/PLH KEPO 10(3)
KEALIA POND

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
61701CRT	GUARDRAIL SYSTEM CRT (CRG)		
	45		
	LNFT	\$ _____	\$ _____
61701DDAA	GUARDRAIL SYSTEM G4, TYPE 4, CLASS A (STEEL POSTS)		
	335		
	LNFT	\$ _____	\$ _____
61702E	TERMINAL SECTION, TYPE CRT		
	2		
	EACH	\$ _____	\$ _____
61901FA	FENCE TEMPORARY CONSTRUCTION		
	600		
	LNFT	\$ _____	\$ _____
61902FB	GATE ROAD CLOSURE, DOUBLE		
	2		
	EACH	\$ _____	\$ _____
62201AC	DUMP TRUCK, 7-8 CUBIC YARD CAPACITY		
	10		
	HOUR	\$ _____	\$ _____
62201CD	LOADER, WHEEL TYPE, 3 CUBIC YARD MINIMUM CAPACITY		
	10		
	HOUR	\$ _____	\$ _____
62201DC	BULLDOZER, D-5 , min.		
	10		
	HOUR	\$ _____	\$ _____
62201LA	MOTOR GRADER, WITH 8 FOOT BLADE		
	10		
	HOUR	\$ _____	\$ _____
62301	GENERAL LABOR		
	10		
	HOUR	\$ _____	\$ _____
63001	HIRED TECHNICAL SERVICES		
	10		
	HOUR	\$ _____	\$ _____
63003	ADDITIONAL SURVEYING SERVICES		
	10		
	HOUR	\$ _____	\$ _____

Bid Schedule A

Project: HI STP/PLH KEPO 10(3)
KEALIA POND

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63301	SIGN INSTALLATION 31 EACH	\$ _____	\$ _____
63403H	PAVEMENT MARKINGS, TYPE H 30 GAL	\$ _____	\$ _____
63405C	RAISED PAVEMENT MARKERS, TYPE C 15 EACH	\$ _____	\$ _____
63406	PAVEMENT MARKINGS, SYMBOLS 10 EACH	\$ _____	\$ _____
63505C	BARRICADE TYPE 3 10 EACH	\$ _____	\$ _____
63506	CONE 75 EACH	\$ _____	\$ _____
63507	CONSTRUCTION SIGN 175 SQFT	\$ _____	\$ _____
63509	FLAGGER 300 HOUR	\$ _____	\$ _____
63521C	WARNING LIGHT, TYPE C 10 EACH	\$ _____	\$ _____
63544	UNIFORMED LAW ENFORCEMENT OFFICER 80 HOUR	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____
Name of Bidder

Bid Schedule A

Project: HI STP/PLH KEPO 10(3)
KEALIA POND

Continuation of Bid Schedule**BUY AMERICAN ACT - CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS**

It is understood and agreed that the materials and components listed in Subpart 25.1 of the FAR are a part of this contract and are deemed to be Domestic Construction Material for the purposes of this contract.

Note to Contractor:

The following information and any applicable supporting data is required for evaluation of requests under FAR Clause 52.225-9 Paragraph (c) & (d) and FAR Provision 52.225-10 Paragraph (b).

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]
[Please include name, address, telephone number and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include all applicable supporting information.]*

HAZARDOUS MATERIALS

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data -Alternate I, the apparent low bidder must submit prior to award a Material Safety Data Sheet (MSDS) for all hazardous materials that the bidder identifies in paragraph (b) of the FAR clause and defined under the latest version of Federal Standard No. 313.

Hazardous Material	Identification Number

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Use of fly ash and ground granulated blast furnace slag and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

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BID BOND (See instructions on reverse)				DATE BOND EXECUTED (Must not be later than bid opening date)				OMB NO. 9000-0045	
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405.									
PRINCIPAL (Legal name and business address)						TYPE OF ORGANIZATION (AX one)			
						<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
						STATE OF INCORPORATION			
SURETY(IES) (Name and business address)									
PENAL SUM OF BOND					BID IDENTIFICATION				
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE		INVITATION NO.		
20 PERCENT	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)		CONSTRUCTION		
							HI STP/PLH KEPO 10(3), Kealia Pond		
OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.									
CONDITIONS: The Principal has submitted the bid identified above.									
THEREFORE: The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.									
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.									
WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.									
PRINCIPAL									
SIGNATURE(S)	1. (Seal)		2. (Seal)		3. (Seal)		Corporate Seal		
NAMES(S) & TITLE(S) (Typed)	1.		2.		3.				
INDIVIDUAL SURETY(IES)									
SIGNATURE(S)	1. (Seal)				2. (Seal)				
NAME(S) (Typed)	1.				2.				
CORPORATE SURETY(IES)									
SURETY A	NAME & ADDRESS		STATE OF INC.		LIABILITY LIMIT \$		Corporate Seal		
	SIGNATURE(S)		1.		2.				
	NAMES(S) & TITLE(S) (Typed)		1.		2.				

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CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed 3,000,000.00 dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capacity.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

FEDERAL ACQUISITION REGULATION

SOLICITATION PROVISIONS

REPRESENTATIONS AND CERTIFICATIONS

Effective January 2005, offerors/bidders must submit Representations and Certifications online at www.bpn.gov. All offerors/bidders should submit/update this information at least annually. Refer to the Federal Acquisition Provision 52.204-8 *Annual Representations and Certifications* below. If you have previously accomplished your on-line registration and the NAICS code for this solicitation is different than the code listed in your online profile, please note the amended changes on the lines provided in the Provision below.

REFER TO CFLHD'S WEBSITE AT <http://www.cflhd.gov/procurement/construction/reference-links.cfm> FOR ON-LINE REGISTRATION INSTRUCTIONS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.
 (2) The small business size standard is \$33.5 million or fewer.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

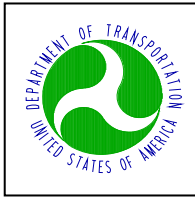
☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE	TITLE	DATE	CHANGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)



**FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION**

BIDDER'S QUALIFICATIONS

INSTRUCTIONS: Answer all questions on this form inserting "none" or "not applicable" where appropriate. If more space is required attach additional sheets. Return the signed, dated and completed form with the bid to the address shown in the invitation for bids on or before the time set for bid opening. The prospective bidder shall provide any additional information requested by the Government during evaluation of the bids.

If the prospective bidder is a joint venture or general partnership, a separate Bidder's Qualifications form shall be provided individually for each joint venture participant or partner.

1. Name and address of business:

Name

DUNS Number (See FAR Provision 52.204-6)*

Street

Home Office Congressional District (Insert District #) *

City

State

Zip Code

* Necessary for Government reporting purposes

County

Telephone Number (Include Area Code)

Fax Number (Include Area Code)

2. a. Type of organization (check appropriate box):

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Incorporated in: _____

If a Foreign entity:

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Registered in: _____

b. Size and type of Business Concern (check appropriate boxes):

☐ Large Business Concern

☐ Small Disadvantaged Business Concern

☐ Emerging Small Business

☐ Small Business Concern

☐ Women-Owned Small Business

☐ SBA 8(a) Certified

☐ HUB Zone Business Concern

☐ Veteran Owned Business Concern

☐ Service-Disabled Veteran-Owned Business Concern

3. If a joint venture or general partnership:

- a. Provide the name under which the project will be bid, the home office address, and name of the principal who will represent the company with regard to this project if different from "1." above.

Principal

Business Name

Street

City

State

Zip Code

- b. Provide the name and home office addresses of each of the joint venture partners; indicate which partner is the sponsoring partner. Attach a separate sheet for additional partners.

Sponsoring Partner

Other Partner

Street

Street

City

State

Zip Code

City

State

Zip Code

4. Date organization established: _____

5. Name of succeeded business, if any: _____

6. How many years have you been in business as:

- a. General contractor ____ years.
b. Subcontractor ____ years.

7. a. Furnish the following information concerning the owner, partners, officers and directors:

Name	Title	Percent of Business Owned	Years of Business Experience	
			Contracting	Other

- b. Attach resumes of these key personnel as well as the on-site project manager(s) and superintendent(s), and specifically identify the following:

- Present position, responsibility, and length of employment.
- Amount and type of construction experience.
- Amount and type of highway construction experience, including position, responsibility, and a brief project description of each period of employment.
- Formal education and training, professional or technical registrations or licenses.

8. a. Contracts in force. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety

- b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

9. a. List at least five of the largest jobs you have completed in the last five years which are similar in project work scope to this project. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, Contact Name and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

FEDERAL ACQUISITION REGULATION

SOLICITATION PROVISIONS

Instructions to Bidders

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

(End of Provision)

- 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)
- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
- 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)
- 52.214-5 SUBMISSION OF BIDS (MAR 1997)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
(NOV 1999)
- 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)
- 52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

**52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED
IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND
COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

Specifications cited in this solicitation which are not available for distribution may be examined at the following location:

Federal Highway Administration
Central Federal Lands Highway Division
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228
Contact: Tiffany Atchison @ (720) 963-3354 or Brenda McGehee @ (720) 963-3353

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of Provision)

**52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
<u>70.4%</u>	<u>6.9%</u>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Maui County, Hawaii.

(End of Provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Person” means—

- (1) A Natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspend.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds

(including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kevin R. Black
Contract Development Engineer
Central Federal Lands Highway Division
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

None.

(End of Provision)

FEDERAL ACQUISITION REGULATION
CONTRACT CLAUSES
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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

(End of Clause)

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- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)
- 52.222-6 DAVIS-BACON ACT (JUL 2005)
- 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
- 52.222-12 CONTRACT TERMINATION-DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) -- ALTERNATE I (JUL 1995) (See Buy American Act, Section B)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (NOV 2006)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-5	PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (SEPT 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEPT 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) <u>50%</u>
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,
UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991) -- ALTERNATE I (NOV 1991)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-17 LAYOUT OF WORK (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.242-13 BANKRUPTCY (JUL 1995)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (JUNE 2007)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2006)

52.245-1 PROPERTY RECORDS (JUNE 2007)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.248-3 VALUE ENGINEERING - CONSTRUCTION (SEPT 2006) -- ALTERNATE I
(APR 1984)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (MAY 2004) -- ALTERNATE I (SEP 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

1252.211-70 INDEX FOR SPECIFICATIONS (APR 2005)

1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(See Standard Form 1442)**. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (See FP-96 Subsection 108.04) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;
or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors.
The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.225-9 Buy American Act—Construction Materials (Jan 2005)

(a) Definitions. As used in this clause—

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

- (2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

- (c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use

of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
--------------------------------	-------	-------	-------

Item 2:

Foreign construction material	_____	_____	_____
-------------------------------	-------	-------	-------

Domestic construction material	_____	_____	_____
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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by ____*____.

(b) Weather conditions: Contact National Weather Service.

(c) Transportation facilities NA.

(d) ____*____.

* See continuation of Standard Form 1442.

(End of Clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None.

(End of Clause)

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GENERAL DECISION: **HI20080001** 08/01/2008 HI1

Date: August 1, 2008

General Decision Number: **HI20080001** 08/01/2008

Superseded General Decision Number: HI20070001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting
of single family homes and apartments up to and including 4 stories); HEAVY
AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	02/22/2008
3	02/29/2008
4	03/07/2008
5	04/18/2008
6	05/30/2008
7	06/20/2008
8	07/04/2008
9	07/11/2008
10	07/18/2008
11	07/25/2008
12	08/01/2008

ASBE0132-001 09/02/2007

	Rates	Fringes
Asbestos Workers/Insulator		
Includes application of		
all insulating materials,		
protective coverings,		
coatings and finishes to		
all types of mechanical		
systems. Also the		
application of		
firestopping material for		
wall openings and		
penetrations in walls,		
floors, ceilings and		
curtain walls.....	\$ 33.60	20.59

BOIL0627-005 10/01/2007

	Rates	Fringes
BOILERMAKERS.....	\$ 29.95	20.90

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BRHI0001-001 09/03/2007

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons.....\$	33.15	16.17
Pointers, Caulkers and		
Weatherproofers.....\$	33.40	16.17

BRHI0001-002 09/03/2007

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders.....\$	31.59	16.17
Terrazzo Floor Grinders		
and Tenders.....\$	30.04	16.17
Tile, Marble and Terrazzo		
Workers.....\$	33.40	16.17

CARP0745-001 09/03/2007

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor		
Layers; Patent Scaffold		
Erectors (14 ft. and		
over); Piledrivers;		
Pneumatic Nailers; Wood		
Shinglers and Transit		
and/or Layout Man.....\$	34.95	18.50
Millwrights and Machine		
Erectors.....\$	35.20	18.50
Power Saw Operators (2		
h.p. and over).....\$	35.10	18.50

CARP0745-002 09/03/2007

	Rates	Fringes
Drywall and Acoustical		
Workers and Lathers.....\$	35.20	18.50

ELEC1186-001 02/24/2008

	Rates	Fringes
Electricians:		
Cable Splicers.....\$	41.20	30.6%+10.65
Electricians.....\$	37.45	30.6%+10.65
Technicians.....\$	38.57	30.6%+10.65

ELEC1186-002 02/24/2008

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 41.20	30.6%+10.65
Groundmen/Truck Drivers.....	\$ 28.09	30.6%+10.65
Heavy Equipment Operators...	\$ 33.71	30.6%+10.65
Linemen.....	\$ 37.45	30.6%+10.65
Technicians.....	\$ 38.57	30.6%+10.65

ELEV0126-001 01/01/2008

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.00	16.285+a+b

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/03/2007

	Rates	Fringes
Diver (Aqua Lung) (Scuba)		
Diver (Aqua Lung) (Scuba)		
(over a depth of 30 feet)...	\$ 54.80	22.13
Diver (Aqua Lung) (Scuba)		
(up to a depth of 30 feet)...	\$ 45.43	22.13
Stand-by Diver (Aqua Lung)		
(Scuba).....	\$ 36.05	22.13
Diver (Other than Aqua Lung)		
Diver (Other than Aqua		
Lung).....	\$ 54.80	22.13
Diver Tender (Other than		
Aqua Lung).....	\$ 33.02	22.13
Stand-by Diver (Other than		
Aqua Lung).....	\$ 36.05	22.13
Helicopter Work		
Airborne Hoist Operator		
for Helicopter.....	\$ 34.60	22.13
Co-Pilot of Helicopter.....	\$ 34.74	22.13
Pilot of Helicopter.....	\$ 34.91	22.13
Power equipment operator -		
tunnel work		
GROUP 1.....	\$ 31.04	22.13
GROUP 2.....	\$ 31.15	22.13
GROUP 3.....	\$ 31.32	22.13
GROUP 4.....	\$ 31.59	22.13
GROUP 5.....	\$ 31.90	22.13
GROUP 6.....	\$ 32.55	22.13
GROUP 7.....	\$ 32.87	22.13

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GROUP 8.....	\$ 32.98	22.13
GROUP 9.....	\$ 33.09	22.13
GROUP 9A.....	\$ 33.32	22.13
GROUP 10.....	\$ 33.38	22.13
GROUP 10A.....	\$ 33.53	22.13
GROUP 11.....	\$ 33.68	22.13
GROUP 12.....	\$ 34.04	22.13
GROUP 12A.....	\$ 34.40	22.13
Power equipment operators:		
GROUP 1.....	\$ 30.74	22.13
GROUP 2.....	\$ 30.85	22.13
GROUP 3.....	\$ 31.02	22.13
GROUP 4.....	\$ 31.29	22.13
GROUP 5.....	\$ 31.60	22.13
GROUP 6.....	\$ 32.25	22.13
GROUP 7.....	\$ 32.57	22.13
GROUP 8.....	\$ 32.68	22.13
GROUP 9.....	\$ 32.79	22.13
GROUP 9A.....	\$ 33.02	22.13
GROUP 10.....	\$ 33.08	22.13
GROUP 10A.....	\$ 33.23	22.13
GROUP 11.....	\$ 33.38	22.13
GROUP 12.....	\$ 33.74	22.13
GROUP 12A.....	\$ 34.10	22.13
GROUP 13.....	\$ 31.02	22.13
GROUP 13A.....	\$ 31.29	22.13
GROUP 13B.....	\$ 31.60	22.13
GROUP 13C.....	\$ 32.25	22.13
GROUP 13D.....	\$ 32.57	22.13
GROUP 13E.....	\$ 32.68	22.13

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including ¾ cu. yd.); Concrete Batch Plants (wet or dry); Concrete

Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over

20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required);

Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck" m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/03/2007

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....\$	31.02	22.13
Boat Operator.....\$	33.23	22.13
Master Boat Operator.....\$	33.38	22.13
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....\$	33.74	22.13
GROUP 2.....\$	33.08	22.13
GROUP 3.....\$	32.68	22.13
GROUP 4.....\$	31.02	22.13
Dredging: (Derricks)		
GROUP 1.....\$	33.74	22.13
GROUP 2.....\$	33.08	22.13
GROUP 3.....\$	32.68	22.13
GROUP 4.....\$	31.02	22.13
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....\$	33.38	22.13

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GROUP 2.....	\$ 33.23	22.13
GROUP 3.....	\$ 33.08	22.13
GROUP 4.....	\$ 33.02	22.13
GROUP 5.....	\$ 32.68	22.13
GROUP 6.....	\$ 32.57	22.13
GROUP 7.....	\$ 31.02	22.13

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
 GROUP 2: Mechanic or Welder; Watch Engineer.
 GROUP 3: Barge Mate; Deckmate.
 GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
 GROUP 2: Watch Engineer (steam or electric).
 GROUP 3: Mechanic or Welder.
 GROUP 4: Dozer Operator.
 GROUP 5: Deckmate.
 GROUP 6: Winchman (Stern Winch on Dredge)
 GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate);
 Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
 GROUP 2: Saurman Type Dragline (over 5 cubic yards).
 GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
 GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/03/2007

	Rates	Fringes
Power Equipment Operators (PAVING)		
Asphalt Concrete Material		
Transfer.....	\$ 33.47	20.03
Asphalt Plant Operator.....	\$ 33.90	20.03
Asphalt Raker.....	\$ 32.51	20.03
Asphalt Spreader Operator...	\$ 33.99	20.03
Cold Planer.....	\$ 34.30	20.03
Combination Loader/Backhoe (over 3/4 cu.yd.).....	\$ 32.51	20.03
Combination Loader/Backhoe (up to 3/4 cu.yd.).....	\$ 31.53	20.03
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals).....	\$ 33.47	20.03
Grader.....	\$ 34.30	20.03
Laborer, Hand Roller.....	\$ 29.74	20.03
Loader (2 1/2 cu. yds. and under).....	\$ 33.47	20.03
Loader (over 2 1/2 cu.		

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yds. to and including 5		
cu. yds.).....\$	33.79	20.03
Roller Operator (five tons		
and under).....\$	32.24	20.03
Roller Operator (over five		
tons).....\$	33.67	20.03
Screed Person.....\$	33.47	20.03
Soil Stabilizer.....\$	34.30	20.03

IRON0625-001 09/01/2007

	Rates	Fringes
Ironworkers:.....\$	30.00	23.01
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

LABO0368-001 09/03/2007

	Rates	Fringes
Laborers:		
GROUP 1.....\$	26.20	14.15
GROUP 2.....\$	23.60	14.15
GROUP 3.....\$	27.20	14.15
GROUP 4.....\$	26.70	14.15
GROUP 5.....\$	25.70	14.15
GROUP 6.....\$	17.60	9.95

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers); Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off:

Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter(setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of lightweight backfill; Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Lead base paint abatement laborers (EPA certified workers); Magnesite and Mastic Workers (Wet or Dry)(including mixer operator); Mason Tender,Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or

dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Plant Laborer; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Ground and Soil Treatment Work (Pest Control); Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading,

carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms and false work.

GROUP 3: Licensed Powdermen; Driller (Track, Diamond Core, and Wagon) (Ingersoll-Rand ECM-350/ECM-635/ECM-635/ECM660, Sandvik Pantera HL 1500, Atlas-Copco ROC 7F); Driller (Joydrill Model TWM-2A, Gardner Denver Dri-143 and similar type drills) (in accordance with the Memorandum of Understanding between the Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954); Driller(Mechanical) (Not covered elsewhere) (including multiple unit) (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando)(similar and Replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose. (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C. Gardner-Denver SCH2500/SCH3500 BV Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando, Pantera 900, 1100 and 1500, Ranger 700, Super Tiger 700), (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well

as access roads, reservoirs, including areas adjacent or pertinent to construction sites.

GROUP 4: Gunnite Operator; High Scaler (working suspended), Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair and/or cable-suspended scaffold or work platform).

GROUP 6: Light/Final Clean-Up.

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	Rates	Fringes
Landscape & Irrigation		
Laborers		
GROUP 1.....	\$ 19.86	7.32
GROUP 2.....	\$ 20.36	7.32
GROUP 3.....	\$ 16.46	7.32

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer,

Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the peformance of other types of gardening, yardman, and horticultural-related work.

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	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 26.80	14.15
GROUP 2.....	\$ 28.30	14.15
GROUP 3.....	\$ 28.80	14.15
GROUP 4.....	\$ 29.80	14.15
GROUP 5.....	\$ 30.15	14.15
GROUP 6.....	\$ 30.40	14.15
GROUP 7.....	\$ 30.85	14.15

GROUP 1: Watchmen; Change House Attendant.

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GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Guniting, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Guniting or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 07/01/2008

	Rates	Fringes
Painters:		
Brush.....	\$ 30.25	21.90
Sandblaster; Spray.....	\$ 30.25	21.90

* PAIN1889-001 07/01/2008

	Rates	Fringes
Glaziers.....	\$ 28.80	22.12

PAIN1926-001 03/02/2008

	Rates	Fringes
Soft Floor Layers.....	\$ 26.00	19.60

PAIN1944-001 01/01/2008

	Rates	Fringes
Taper.....	\$ 36.00	16.30

PLAS0630-001 09/03/2007

	Rates	Fringes
Plasterer.....	\$ 33.94	16.17

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PLAS0630-002 09/03/2007

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 33.10	16.17
Trowel Machine Operators....	\$ 33.25	16.17

PLUM0675-001 07/06/2008

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 34.10	20.33

ROOF0221-001 04/29/2007

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 31.10	13.83

SHEE0293-001 09/02/2007

	Rates	Fringes
Sheet metal worker.....	\$ 35.97	16.59

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	\$ 9.33	1.65

RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SPECIAL CONTRACT REQUIREMENTS

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges, on Federal Highway Projects (FP-96)*, Department of Transportation, Federal Highway Administration.

Section 101. - TERMS, FORMAT, AND DEFINITIONS

101.02 Specifications Format. Delete the third and fourth paragraphs and substitute the following:

Division 150 consists of project contract requirements that are applicable to all contracts. Work under Division 150 is paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Divisions 200 through 600 consist of construction contract requirements for specific items of work. Work under these Divisions is paid for directly or indirectly according to Subsection 109.05 and the Section ordering the work.

101.03 Abbreviations.

(b) SI symbols. Add the following:

English Unit symbols.

A	— Ampere	electric current
ac.	— Acre	area
BTU	— British Thermal Unit	energy
cu. in. or in³	— cubic inches	volume
cu. ft., cf, ft³ or CUFT	— cubic feet	volume
cu. yd., cy, yd³ or CUYD	— cubic yards	volume
D	— Day	time
deg. or °	— Degree	plane angle
Fc	— foot-candles	luminous intensity
fl. oz.	— fluid ounces	volume
ft. or '	— foot or feet	length
gal. or GAL	— Gallon	volume
H	— Henry	inductance
hr. or HR	— Hour	time
Hz	— hertz (s ⁻¹)	frequency
in. or "	— inch or inches	length
K	— Kelvin	temperature
lb or LB, lbs	— pound, pounds	mass
Lbf	— pound-force	force
lnft or LNFT	— linear foot	Length

mi.	— Miles	Length
min. or m	— Minute	Time
min. or '	— Minute	plane angle
°F	— degrees Fahrenheit	Temperature
oz.	— Ounces	Mass
Psi	— pounds/square inch	Pressure
Q	— cubic feet/second	flow rate
sec. or s	— Second	Time
sec. or "	— Second	plane angle
sq. in. or in²	— square inches	Area
sq. ft., sf, ft² or SQFT	— square feet	Area
sq. yd., sy, yd² or SQYD	— square yards	Area
Sta.	— Station	Length
T	— short ton (2000 lbs)	Mass
V	— volt (W/A)	electric potential
W	— watt (J/s)	Power
YD	— yard or yards	Length
Ω	— ohm V/A	electric resistance

101.04 Definitions.

Suitable Material - Add the following:

Suitable material may necessitate drying, the addition of moisture, reduction in size, screening, or other common methods of manipulation prior to use. Suitable material includes the classification(s) of materials, resulting R-values and other characteristics, for which the project was designed.

Unsuitable Material - Delete the text and substitute the following:

Material which the CO determines to be unsuitable for use in the construction of foundations, embankments, or roadbeds. Unsuitable materials generally include muck and soils with high organic contents.

Section 102. - BID, AWARD, AND EXECUTION OF CONTRACT

102.03 Bid Guarantee.

(a) General. Delete the first sentence and substitute the following:

Submit a bid guarantee of 20 percent of the amount of the bid or \$3 million, whichever is less.

102.06 Performance and Payment Bonds. Delete the first paragraph including lines (a), (b), and (c), and substitute the following:

FAR Clause 52.228-15 - Performance and Payment Bonds - Construction is supplemented as follows: Furnish a performance bond and a payment bond in the penal amounts of 100 percent of the original contract price.

Section 103. - SCOPE OF WORK

103.03 Value Engineering. Delete the second paragraph and substitute the following:

Before undertaking significant expenditures, provide the CO with a written description of the value engineering change proposal (VECP) concept. Within 14 days, the CO will inform the Contractor as to whether the concept appears to be viable or if the concept is unacceptable. If the CO indicates that the concept appears to be viable, prepare and submit the formal VECP proposal.

103.05 Partnering. Delete the last sentence of the fourth paragraph and substitute the following:

The Government's share will not exceed \$5,000.

Section 104. - CONTROL OF WORK

104.03 Specifications and Drawings. Add the following:

(c) As-built working drawings. Prepare and furnish as-built working drawings prior to final acceptance. The Government will provide one set of 11 x 17 inch contract drawings to be used exclusively for recording the as-built details of the project. Mark plans on title sheet "As-Built Plans". Use red ink to record the information described below.

Note all additions or revisions to the location, character and dimensions of the prescribed work shown on the contract drawings. Location changes are to be shown in the same coordinate system used for the staking notes. Strikeout all details shown that are not applicable to the completed work. Check and initial all plan sheets that were incorporated into the completed work without change.

Retain the drawings at the project site and, as work progresses, continuously update them to reflect the as-built details. Submit a copy of the updated as-built drawings at least every 30 days to the CO for review for compliance with these specifications.

As a minimum, show the following information on the as-built drawings:

(1) Title Sheet

- (a) Name of contractor.
- (b) Name of Project Engineer.
- (c) Project completion date.

- (d) Revisions to project length.
- (e) Revisions to begin and end stations of project.
- (f) Revisions to index to sheets.
- (g) Strikeout any schedules or options not awarded.
- (h) A note stating “All work was constructed as designed unless otherwise noted.”

(2) Typical section(s)

- (a) Revisions in dimensions.
- (b) Revisions in materials.
- (c) Revisions in station ranges.
- (d) Revisions to begin and end stations of project, and length of project.
- (e) Revisions to station equations.
- (f) Revisions to slope ratio and curve widening tables.
- (g) Revisions to any notes.

(3) Summary of Quantities and Tabulation Sheets

- (a) Revisions to all quantities, locations, notes/remarks, including totals.
- (b) Strikeout unused pay items.
- (c) Revisions to application rates.
- (d) Revisions to location, type, end treatments, riprap, skew, on drainage summary.

(4) Control Sheets

- (a) Show any control that was removed, destroyed, established, according to subsections 107.02, paragraph 2; 152.02, paragraph 2; and 152.03.
- (b) Use a unique naming convention for newly established control points. Do not reuse CFL control point numbers.

(5) Plan and profile and layout sheets

- (a) Revisions to the alignment; grades, elevations and stationing of intersection PIs; station equations and superelevation.
- (b) Major changes in the construction limits; particularly changes requiring additional design, additional right of way, or contract modifications. (Show information on plan and profile, layout sheets, and right of way plans if applicable.).
- (c) Changes in permanent rights of way caused by acquisition during construction. (Show information on plan and profile, layout sheets, and right of way plans if applicable). In addition, annotate any construction completed according to agreements made with landowners during construction.
- (d) Revisions in location, type and grade of road approaches.
- (e) Revisions in locations of sub-excavation and roadway obliteration.
- (f) Location, type and elevation of all constructed or relocated utilities, aerial and underground. Location, type and elevation of utilities not previously or inaccurately mapped, but encountered during construction, indicated as “approximate” or “as mapped”. (Show information on plan and profile and layout sheets and utilities plans if applicable).
- (g) Location, size and type of underdrains.
- (h) Location, number and type of horizontal, lateral, trench and blanket drains.

- (i) Revisions to culvert diameter, length, type, stationing, skew, riprap and end treatments.
- (j) Length of culvert extension, skew, and offset from centerline to the ends of extended culverts.
- (k) Channel changes.
- (l) Location of monuments and permanent references replaced according to subsection 107.02.
- (m) Location, length and type of fencing.
- (n) Location, length, stationing and type of walls.
- (o) Location, length, stationing and end treatment of roadside design features, including, but not limited to, guardrail, guardwall, signs, fences, gates, etc.
- (p) Revisions in location of pavement markings.
- (q) Revisions to parking areas or turnouts location.
- (r) Revisions in location, type and length of curbs, sidewalks, and accessible ramps.
- (s) Revisions to any notes.
- (t) Revisions to permanent erosion control measures.

(6) Structural Sheets

- (a) Stationing of bridge ends.
- (b) Revisions to footing and seal elevations.
- (c) Pile length, size, type and tip elevation.
- (d) Modifications and repairs to drilled shafts.
- (e) Any changes in plan or dimensions including any major changes in reinforcing.

(7) Standards, Details, and Specials

Revisions to notes, dimensions, locations, and materials.

No direct payment will be made for preparing and furnishing as-built working drawings. A retention of 1% of payment due will be withheld from project pay estimates if the Contractor has not kept current the designated set of as-built plans. In addition, a retention of 1/10th of 1% of the contract amount paid to date will be withheld at the end of the project until the set of as-built plans has been submitted to and accepted by the Project Engineer. The final completed as-built working drawings must be submitted to and accepted by the Contracting Officer before final acceptance will be granted on the project.

Section 105. - CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Add the following:

Submit samples of materials for quality verification testing for materials required to conform to Sections 703, 704, and 705.

Materials containing petroleum-based solvents such as cutback asphalts and traffic paints may be restricted from use by local laws or ordinances in certain geographic areas. Upon presenting proof of such restrictions, alternate materials considered acceptable to the CO may be substituted for the materials specified in the contract.

There is no water source available in the Kealia Pond Wildlife Refuge for the contractor to use. The contractor will be responsible for locating a water source.

105.02 Local Material Sources

(c) Contractor-Located sources. Add the following to the end of the first paragraph:

For Contractor-located, non-commercial sources, secure environmental clearances according to Subsection 107.10.

105.04 Storing and Handling Material.

Add the following after the third sentence of the second paragraph:

For Contractor-located, non-commercial staging, storing, and material handling areas, secure environmental clearances according to Subsection 107.10.

Add the following at the end of the subsection:

No material and/or equipment shall be stockpiled or otherwise stored within the highway right-of-way, except at locations designated in writing and approved by the CO in cooperation with the HDOT District Engineer.

Section 106. - ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Delete the text and substitute the following:

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method
- (2) Number of samples
- (3) Sample transport
- (4) Test procedures
- (5) Testing laboratories
- (6) Reporting
- (7) Estimated time and costs
- (8) Validation process

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the

Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

Where sample/testing procedures make reference to AASHTO, ASTM, or other standards (designated as FLH T), the procedure as modified in the Materials Manual shall govern. Where the specifications make reference to AASHTO Test T11, "Procedure B - Washing Using a Wetting Agent" shall be the procedure followed.

Delete references made to AASHTO T-238 or T-239 and substitute with ASTM D 2922 and D3017 or AASHTO T-310. When AASHTO Test T310 is referenced, "Direct Transmission Method of In-Place Nuclear Density and Moisture Content" shall be the procedure followed.

Reference to the Materials Manual means the Federal Lands Highway "Field Materials Manual, U.S. Department of Transportation, Federal Highway Administration," Publication No. FHWA-FL-91-002, dated March 1991, revised March 1994, and all amendments and supplements thereto. Copies are available from the Materials Engineer, Federal Highway Administration, Central Federal Lands Highway Division, Materials Branch, P.O. Box 25246, Denver, Colorado 80225-0246, Telephone: (720) 963-3537.

106.03 Certification. Add the following after the first paragraph:

Other than references in or to the FAR or Federal Law, when this contract references certifications; certificates; or certified documents, equipment or individuals, these references are not certifications within the meaning of Section 4301 of Public Law 104-106, the National Defense Authorization Act for Fiscal Year 1996. These references simply refer to documentation of peripheral contract requirements required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

Add the following after the second paragraph:

See Table 106-3 for Schedule for Full or Partial Acceptance by Material Certification. Submit certification and sample of material for testing as required.

(a) Production certification. Delete items (2) through (5) and substitute the following:

- (2) Lot number or other means of cross-referencing to the manufacturer's inspection and testing system

(3) Substantiating evidence that the material conforms to the contract quality requirements as required by FAR 46.105(a)(4), including all of the following:

- (a) Test results on material from the same lot and documentation of the inspection and testing system
- (b) Manufacturer's statement that the material complies with all contract requirements
- (c) Manufacturer's signature or other means of demonstrating accountability for the certification

106.05 Statistical Evaluation of Work and Determination of Pay Factor (Value of Work).

(b) Acceptance. Delete the last sentence of the second paragraph and substitute the following:

If a lot is concluded or terminated with fewer than five samples, the samples will be combined with those of an adjacent lot. In the event there is no adjacent lot, the material will be accepted according to Subsection 106.04.

Delete the third paragraph and substitute the following:

If the current pay factor of a lot falls below 0.90, terminate production. The current lot is terminated at this point and the material represented by the lot will be accepted as provided in the following paragraphs. After the Contractor has taken effective actions to improve the quality of the production, production may resume and a new lot will begin.

Table 106-3
Schedule For Full or Partial Acceptance by Materials Certification

Section	Description	Material	Material Property Or Specification	Frequency	
				Certification	Sample
306	Dust Palliative	Magnesium Chloride, Emulsified Asphalt, Lignin Sulfonate, Calcium Chloride	As specified	1 per shipment	First shipment
308	Minor Crushed Aggregate	Crushed Aggregate	Source, Quality and Gradation	1 per source	1 per source
402 and 417	Minor Hot Asphalt Concrete, Minor Cold Asphalt Mix	Aggregate Asphalt Mix	Source quality, Gradation, Stability, and Grade	1 per mix	1 per source
634 and 635	Permanent Pavement Markings, Temporary Traffic Control	634.02 as applicable, 635 as applicable	As specified	1 per source	-----
701	Hydraulic Cement	Portland Cement, Blended Hydraulic Cement and Masonry Cement	AASHTO M 85, M 240, and ASTM C 91	1 per shipment	1 per 100 tons
702.01	Asphalt Material	Asphalt Cement	AASHTO M 20, M 226, MP 1 or as applicable	1 per shipment	1 per shipment
702.02	Asphalt Material	Cut-back Asphalt	AASHTO M 81 or M 82 as applicable	1 per shipment	1 per shipment
702.03	Asphalt Material	Emulsified Asphalt	AASHTO M 140 or M 208 as applicable	1 per shipment	1 per shipment
702.05	Asphalt Material	Asphalt Materials used for Damproofing and Waterproofing Concrete Surfaces	As specified for each type of asphalt material	1 per shipment	-----
702.06	Recycling Agent	As specified	As applicable	1 per shipment	1 per shipment
702.08	Antistrip	As specified	As applicable	1 per shipment	-----
706	Concrete and Plastic Pipe	As specified	As applicable	1 per shipment	-----
707	Metal Pipe	Metal Pipe as specified	As applicable	1 per shipment	-----
708	Paint	As specified	As applicable	1 per batch\lot	1 sample for quantities >25 gallons

STP/PLH KEPO 10(3)
KEALIA POND

709	Reinforcing Steel and Wire Rope	As specified	As applicable	1 per shipment	For 709.01 & 709.03 submit 3, 3-foot bars of each size and grade of bar furnished. 709.02 submit 1 6-foot length for each size furnished
710	Fence and Guardrail	As specified	As applicable	1 per shipment	-----
711	Concrete Curing Material and Admixtures	As specified	As applicable	1 per material source per material type	-----
712	Joint Material (all)	As specified	As applicable	1 per shipment	-----
713	Roadside Improvement Materials (all)	As specified	As applicable	1 per shipment	-----
714	Geotextile and Geocomposite Drain	As specified	As applicable	1 per shipment	1 per project per type
715	Piling	As specified	As applicable	1 per shipment	-----
716	Material for Timber Structures	Timber and Hardware	As applicable	1 per shipment	-----
717	Structural Metal	As specified	As applicable	1 per shipment	717.01(e) minimum 6 per shipment for each size used. 717.10 1 per project
718	Traffic Signing and Marking (all)	As specified	As applicable	1 per shipment	-----
720	Structural Wall and Stabilized Materials (all)	As specified	As applicable	1 per shipment per material type	-----
721	Electrical and Illumination Material (all)	As specified	As applicable	1 per shipment per material type	-----
722	Anchor Material	As specified	As applicable	1 per shipment per material type	-----
725	Miscellaneous materials	As specified	As applicable	1 per shipment per material type	-----

Section 107. - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**107.01 Laws to be Observed.** Add the following:

The Contractor shall know and apply/comply with Federal, State, and Local Barrier Free and ADA Technical and program requirements.

The Government has obtained Hawaii DOT approval of the plans to initiate the application for the Use and Occupancy Permit to perform work within the State right-of-way. Obtain the Use and Occupancy permit by applying at the following address:

Hawaii Department of Transportation- Maui District
650 Palapala Drive
Kahului, Maui, Hawaii 96732
Phone: (808) 873-3535

Provide the following information:

- a. Applicant's Name, Organization, Address, and Telephone Number.
- b. Location in the highway, from cross road to another.
- c. Date and Time of construction.
- d. Certificate of insurance. Applicant to procure, at his own expense, and keep in force at all times when work permitted under said permit is being done, a policy or policies of public liability and property damage insurance, naming the State as a co-insured, covering the entire work to be done under said permit and for at least the minimum coverage set forth hereinafter.

Bodily Injury or Death:

\$100,000 minimum limit, one person

\$300,000 minimum limit, each accident

Property Damage:

\$50,000 minimum limit, each accident

Applicant will submit a certificate of insurance at the time of application.

e. Non-refundable \$10.00 fee.

f. Two(2)set of plans.

There is a minimum seven (7) working days prior to the date of the construction if you wish to apply by phone. Less than seven (7) working days, apply at the Oahu District Office in person. Permit usually takes one (1) day to process.

107.02 Protection and Restoration of Property and Landscape. Add the following after the third paragraph:

Do not excavate into the dunes. All disturbances shall be contained in the fenced corridor and within construction limits. Traffic control access corridor shown on the plans shall be restored to natural ground upon completion of the project. All heavy vehicle and equipment tracks shall be removed.

Do not excavate, remove, damage, alter, or deface any nesting encountered during construction. If nesting is encountered, suspend operations around the nesting area, notify the CO immediately of the findings, and continue operations in other areas. CO in conjunction with Kealia Pond Wildlife Manager will evaluate the nesting area. Contractor shall control the actions of the employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. The CO will inform the Contractor when operations may resume at the nesting area.

107.03 Bulletin Board. Add the following paragraph after Subsection 107.03(f):

(g) “Beck” poster, according to FAR Clause 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.

107.08 Sanitation, Health, and Safety. Add the following:

Institute a litter control program during construction to eliminate accumulation of trash. Collect all trash so ravens are not attracted to the site, and subsequently prey on juvenile tortoises. Ravens are known predators of juvenile tortoises. Provide covered raven proof trash receptacles; remove trash from the construction site to trash receptacles at the close of each work day; and dispose of accumulated trash at the end of each work week.

107.10 Environmental Protection. Delete this Subsection and substitute the following:

(a) **Spills of Petroleum Products or Hazardous Materials.** It shall be the responsibility of all operators and contractor functioning within the Kealia Pond Wildlife Refuge to properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products released from construction, fleet, or other support vehicles, or stationary sources. Respond in accordance with federal, state, and local regulations and as outlined in the Contractor’s Safety or Hazardous Materials Business Plan.

Immediately report to the CO any spill of petroleum products or a hazardous material. Report the spill to the appropriate federal, state, and local authorities, if the spill is a reportable quantity.

(b) **Water pollution.** Do not operate mechanized equipment or discharge or otherwise place any material within the wetted perimeter of any waters of the U.S. within the scope of the Clean Water Act (33 USC § 1251 et seq.). This includes wetlands unless authorized by a

permit issued by the U.S. Army Corps of Engineers according to 33 USC § 1344, and, if required, by any State agency having jurisdiction over the discharge of material into the waters of the U.S. In the event of an unauthorized discharge:

- (1) Immediately prevent further contamination;
- (2) Immediately notify appropriate authorities; and
- (3) Mitigate damages as required.

Comply with the terms and conditions of any permits that are issued for the performance of work within the wetted perimeter of the waters of the U.S.

Separate work areas, including material sources, by the use of a dike or other suitable barrier that prevents sediment, petroleum products, chemicals, or other liquid or solid material from entering the waters of the U.S. Use care in constructing and removing the barriers to avoid any discharge of material into, or the siltation of, the water. Remove and properly dispose of the sediment or other material collected by the barrier.

(c) Vehicles and equipment. All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil leaks and are subject to inspection. Wash all construction equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project. Particular attention must be shown to the under carriage and any surface where soil containing exotic seeds may exist. These efforts are critical to prevent the introduction and establishment of non-native plant species into the project area. Make arrangements for the CO to inspect each piece of equipment before entering the project. The CO will maintain records of inspections. Equipment found operating on the project that has not been inspected, or has oil leaks will be shut down and subject to citation.

In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid or any other chemical contained within the vehicle is released to the pavement or ground, proper corrective, clean-up, and safety actions must be immediately implemented. All vehicles with load rating of 2 tons or greater should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle.

Repair oil leaks immediately on discovery. Do not use equipment that is leaking. Have oil pans and absorbent material in place prior to beginning repair work. Have the “on scene” capability of catching and absorbing leaks or spillages of petroleum products including antifreeze from breakdowns or repair actions with approved absorbent materials. Keep a supply of acceptable absorbent materials at the job site in the event of spills. Sand or soil are not approved absorbent materials.

Use oil pans and absorbent materials to prevent leaks, spills and draining petroleum fluids from falling onto bare ground and paved surfaces during servicing of equipment. Dig up soils contaminated with such fluids, place in appropriate safety containers, and dispose from Kealia Pond Wildlife Refuge and dispose of according to State of Hawaii Environmental regulations.

(d) Environmental Clearances.

(1) Contractor-Selected, Non-Commercial Areas. Contractor-selected, non-commercial areas, include, but are not limited to material sources, disposal sites, waste areas, haul roads, and staging areas. (A commercial source is a current operating concern, which has in the recent past provided same-type materials or services). These requirements do not apply for areas identified by the FHWA as having previously received clearance.

Prior to construction activities in contractor-selected, non-commercial areas, provide the following to the CO and the FHWA Environmental section (12300 West Dakota Avenue, Lakewood, CO 80228/Fax 720-963-3610):

(a) A report with documentation, according to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, to determine if prehistoric or historic buildings, structures, sites, objects, or districts listed or eligible for listing in the National Register of Historic Places (NRHP) are present and if they will be affected by the proposed activity. Include information identifying the location, total land area, and type of activity proposed. The FHWA will review this documentation. If NRHP listed or eligible sites are present and/or will be affected, the FHWA will coordinate with the State Historic Preservation Officer (SHPO) and other parties, which will require the following time frames:

- (1) Coordination on eligibility and affects may require 45 days or longer.
- (2) Coordination on mitigation of adverse effects may require 60 days or longer.

(b) Written documentation that such activities will not affect any "Waters of the U.S." as defined by the U.S. Army Corps of Engineers. Provide documentation by an individual capable of performing wetland delineations according to the 1987 Corps of Engineers' manual. Documentation of effects to wetlands or other Waters of the U.S. will be submitted to the CO and to the FHWA Environment section for coordination with the Corps of Engineers. This coordination may require 45 days or longer. Substantial additional delays could result from wetland impacts.

(c) Written documentation that such activities will not affect any species protected under the Endangered Species Act (ESA). Provide documentation prepared by a biological specialist. The written documentation will include a "no affect," a "may affect-is not likely to adversely affect," or a "may affect-is likely to adversely affect," determination according to Section 7 of the Endangered Species Act. Submit the documentation to the CO and the FHWA Environmental section. If the determination is "may affect-is not likely to adversely affect" or "may affect-is likely to adversely affect," the FHWA will coordinate with the U.S. Fish and Wildlife Service (FWS), which will require the following time frames:

- (1) "May affect-is not likely to adversely affect" may require 45 days or longer.
- (2) "May affect-is likely to adversely affect" may require 150 days or longer.

Contract time will not be increased due to the submittal and approval process for the above three items.

107.11 Protection of Forests, Parks, and Public Lands. Delete the title and text of this subsection and substitute the following:

107.11 Protection of Forests, Wildlife Refuges, and Public Lands.

Limit the construction activity to the construction limits/clearing limits. If disturbance does occur outside the construction limits, the CO may require the contractor to install temporary construction fence at the construction limits as a protective barrier throughout the entire length of the project for no pay. Also, the cost to mitigate the area of disturbance beyond the construction limits will be determined by the CO in conjunction with the Kealia Pond Wildlife Refuge. If the problem persists, the operation causing the disturbance will be shut down.

The Endangered Species Act protects the sea turtle. If any turtle is found within the project area during construction, cease construction activities in the immediate area and notify the CO. The CO will arrange for corrective measures in conjunction with the Kealia Pond Wildlife Refuge manager.

The purpose of temporary construction fences is to protect certain sensitive area from intrusion by the Contractor's forces. Limit construction activities to within the construction limits and within the corridor provided by temporary and silt fences. Vehicles are prohibited from going outside the traffic access corridor.

Due to the fragile ecological system of the Kealia Pond National Wildlife Refuge, comply with the following:

- (a) All vehicles and equipment entering the project area must be clean of noxious weeds and will be subject to inspection. Steam clean and pressure wash all construction equipment to thoroughly remove all dirt, plant, noxious and exotic weed seeds, and other foreign material prior to entering the project. Particular attention must be given to the under carriage and any surface where soil containing exotic seeds may exist. After washing, equipment shall not travel off of gravel or paved surfaces before entering the Wildlife Refuge.
- (b) Do not camp within the Wildlife Refuge.
- (c) Do not drain oils, hydraulic fluid, antifreeze, or other chemicals onto the ground within the Wildlife Refuge. Clean up spills immediately.
- (d) Do not feed or disturb wildlife.
- (e) No dogs are allowed on site.
- (f) Portable toilets shall be provided at all times for workers.

(g) Close containers shall be provided for trash at all times.

The following U.S. Fish and Wildlife Service(USFWS) fire prevention plan involving emergency curtailment of operations is in effect on this project.

At each construction site, where construction activity is on-going:

1. Four pulaskis
2. Four shovels

To be kept in a sealed toolbox. All tools must have sharp cutting edges and sound, tight handles.

Fixed position loader or other machine:

1. Two fire extinguishers each of at least a 5 B.C. rating.
2. An approved exhaust system.
3. An appropriately mounted shovel.

Each tractor, skidder, mobile machine, truck or vehicle used for hauling:

1. One fire extinguisher of at least a 5 B.C. rating.
2. An approved exhaust system.
3. An appropriately mounted shovel.

Passenger vehicle used for industrial or commercial operations:

1. A fire extinguisher of at least a 5 B.C. rating.
2. An approved exhaust system.
3. One shovel.

Portable power saws:

1. A fire extinguisher of at least a 1 B.C. rating to be kept in the immediate possession of the operator.
2. An approved exhaust system.
3. A shovel, which shall be kept within two minutes round trip of the operator.

Any other spark-emitting engine not covered previously in this document:

1. One fire extinguisher of at least a 5 B.C. rating.
2. An approved exhaust system.

The required equipment listed previously in this document must be in good working condition and the tools must have sharp cutting edges and sound, tight handles.

General Requirements:

1. Smoking: Smoking is only permitted on roads, cleared landings, gravel pits, or any similar area free of flammable material.
2. No warming fires are permitted.

DEFINITIONS CONCERNING FIRE TOOLS AND EQUIPMENT REGULATIONS

1. "Fire extinguisher" shall mean, unless otherwise stated, a chemical fire extinguisher rated by Underwriter Laboratories or Factory Mutual, appropriately mounted and located so as to be readily accessible to the operator. When two fire extinguishers are required, they are to be appropriately mounted and located so that one is readily accessible to other personnel.
2. "Any tractor, skidder, or other mobile machine" shall mean any machine that moves under its own power when performing any portion of a logging, land clearing, right of way clearing, road construction or road maintenance function, and includes any machine, whether crawler or wheel type, whether such machine be engaged in yarding or loading or some other function at the time of its inspection by the agency.
3. "Any loader or fixed position machine" shall mean any machine used for any portion of a logging, earth moving, right of way clearing, milling, road maintenance and construction, land clearing operation or other operation that performs its primary function from a fixed position even though said machine is capable of moving under its own power to a different fixed position.
4. "Any approved exhaust system" shall mean a well mounted exhaust system free from leaks and equipped with spark arrester(s) rated and accepted under U.S.D.A. Forest Service current Standard.
 - a. An exhaust-driven supercharger, such as a turbocharger, is acceptable in lieu of a spark arrester. The entire exhaust must pass through the turbine.
 - b. Passenger vehicle and trucks may be equipped with an adequately baffled muffler of a type approved by the agency in lieu of a spark arrester.
 - c. Portable power saws purchased after January 1, 1978, and used on wild life refuge land must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE

recommended practice J 335B.” Requirements to obtain SAE J 335B specifications are as follows:

- i. The spark arrester shall be designed to retain or destroy 90% of the carbon particles having a major diameter greater than 0.023 inches (0.584 mm).
 - ii. The exhaust system shall be designed so that the exposed surface temperature shall not exceed 550 degrees F or 288 degrees C where the exhaust flow may strike forest fuels.
 - iii. The exhaust system shall be designed so that the exhaust gas temperature shall not exceed 475 degrees F or 246 degrees C where the exhaust flow may strike forest fuels.
 - iv. The exhaust system shall be designed in such a manner that there are no pockets or corners where flammable material might accumulate. Pockets are permissible only if it can be substantiated by suitable testing that material can be prevented from accumulating in the pockets.
 - v. The exhaust system must be constructed of durable material and so designated that it will, with normal use and maintenance, provide a reasonable service life. Parts designed for easy replacement as a part of routine maintenance shall have a service life of not less than fifty hours. Cleaning of parts shall not be required more frequently than once for each eight hours of operation. The spark arrester shall be so designed that it may be readily inspected and cleaned.
 - vi. Portable power saws will be deemed to be in compliance with the society of Automotive Engineers J 335 B requirements if they are certified by the United States Department of Agriculture, Forest Service, San Dimas Equipment Development Center.
- d. Portable power saws, which were purchased prior to January 1, 1978, which do not meet the Society of Automotive Engineers Standards must meet the following requirements:
- i. The escape outlet of the spark arrester shall be at an angle of at least 45 degrees from a line parallel to the bar.
 - ii. The configuration of the spark arrester shall be such that it will not collect sawdust, no matter in what position the saw is operated.
 - iii. Spark arresters shall be designed and made of material that will not allow shell or exhaust temperatures to exceed 850 degrees F.
 - iv. The arrester shall have a screen with a maximum opening size of 0.023 inch.
 - v. The arrester shall be capable of operating, under normal conditions a minimum of eight hours before cleaning is needed.

- vi. The screen shall carry a manufacturer's warranty of a minimum 50-hour life when installed and maintained in accordance with the manufacturer's recommendation.
 - vii. The arrester shall be of good manufacture and made so that the arrester housing and screen are close fitting.
 - viii. The arrester shall be at least 90% efficient in the destruction, retention or attrition of carbon particles over 0.023 inches.
 - ix. Efficiency to be measured as described in Power Saw Manufacturers Association Standard Number S3-65.
 - x. Construction of arrester shall permit easy removal and replacement of the screen for field inspection and cleaning.
- 5. "Shovel" shall mean a serviceable long-handled or D-handled round point shovel of at least "0" size with a sharpened, solid and smooth blade, and the handle shall be hung solid, smooth and straight.
 - 6. "Welding" shall mean any additional welding required on the project, and then a fireguard shall be present during all welding operations. This person shall remain on fire watch and as a minimum, be equipped with a 3 to 5 gallon backpack pump filled with water, in addition to the vehicle fire extinguisher. The area in the immediate vicinity of the operation shall be wet down before and after the operations.

Section 108. - PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of the Work: Delete the second paragraph and substitute the following:

A preconstruction conference will be held after the contract is awarded and before beginning work. Seven days before the preconstruction conference, furnish three copies of the preliminary construction schedule according to Section 155.

Add the following:

Limit operations as follows:

(a) Perform no work on the North Kihei Highway on any day between the hours of 6:30-8:30 am and 3:30-5:30 pm.

(b) Perform no work except to maintain traffic control, erosion control devices, maintain the roadway driving surface, and to control dust during the listed Federal holidays and surrounding days:

- Memorial Day Weekend: Noon Friday to 6:00 am Tuesday.
- Independence Day: Noon July 3 to 6:00 am July 5. If July 4th falls on a weekend, Friday, or Monday, do not work the weekend.
- Labor Day Weekend: Noon Friday to 6:00 am Tuesday.
- Thanksgiving: Noon Wednesday to 6:00 am Monday.
- Christmas/New Years Holiday: Noon Dec. 23 to 6:00 am Jan. 2. If December 23 or January 1 falls on a Monday, do not work the adjacent weekend and do not work on December 23. If January 1 falls on a Friday, do not work the weekend

(c) No work is permitted at night or on Saturdays or Sundays without prior approval. Request approval a minimum of 72 hours in advance. Approval will only be granted for unavoidable circumstances that will cause delay of the completion of the project.

(d) Schedule at least 2 non-work days out of every 14 calendar days. The selected non-work days do not need to be consecutive, but they must be scheduled. Provide at least 2 weeks notice before changing the scheduled days off.

Exemptions to scheduled days off may be granted by written approval from the CO for specific project operations and/or for periods of limited duration.

Add the following:

A Notice to Proceed must be issued before commencement of any work.

There is potential for significant ponding within the project limits as a result of rainfall that may occur in the fall of 2008 and winter of 2008/2009, beginning in the most low lying areas of the project and spreading outward if rainfall continues. Schedule work accordingly.

108.04 Failure to Complete Work on Time. Delete the contents of the Table 108-1 and substitute the following:

Original Contract Price		Daily Charge
From More Than	To and Including	
\$ 0.00	\$ 2,000,000.00	\$1,000.00
2,000,000.00	5,000,000.00	1,600.00
5,000,000.00		1,800.00

Section 109. - MEASUREMENT AND PAYMENT**109.01 Measurement Methods.** Add the following after the third paragraph:

Submit measurement notes to the CO within 24 hours of performing the work. For on-going work, submit measurement notes weekly. When work is not complete, identify the measurement as being an interim measurement. Submit the final measurement when the installation is completed. Measurement notes form the basis of the Government's receiving report (see Subsection 109.08(d)). For lump sum items, submit documentation to support invoiced progress payment on a monthly basis.

Use an acceptable format for measurement records. As a minimum, include the following information in all records of measurement:

- (1) Project name and number
- (2) Contract item number
- (3) Date the work was performed
- (4) Location of the work
- (5) Measured quantity
- (6) Calculations made to arrive at the quantity
- (7) Supporting sketch and/or details as needed to clearly define the work performed and the quantity measured.
- (8) Names of persons measuring the work
- (9) Identification as to whether the measurement is interim or final
- (10) Signed certification statement by the persons taking the measurements, performing the calculations, and submitting them for payment that the measurement and calculations are correct to the best of their knowledge and that the quantity being measure is subject to direct payment for the identified item under the contract.

109.02 Measurement Terms and Definitions.

(m) Square yard. Delete the text and substitute the following:

(m) Square yard. 9 square feet. Measure on a plane parallel to the surface being measured. No deductions from the area computation will be made for individual fixtures having an area of 9 square feet or less. Do not measure overlaps.

109.06 Pricing of Adjustments.

(a) Proposal.

(3) Cost or pricing data. Delete the third paragraph and substitute the following:

Submit with the cost or pricing data a written proposal for pricing the work according to (1) above. See Table 15-2 following FAR Subpart 15.4 for guidance.

109.08 Progress Payments. Delete the text and substitute the following:

FAR Clauses 52.232-5 - Payments under Fixed-Price Construction Contracts and 52.232-27 - Prompt Payment for Construction Contracts are supplemented as follows:

(a) General. Only invoice payments will be made under this contract. Invoice payments include progress payments made monthly as work is accomplished and the final payment made upon final acceptance. Only one progress payment will be made each month. No progress payment will be made in a month when the work accomplished results in a net payment of less than \$1,000. Full or partial progress payment will be withheld until a construction schedule or schedule update is submitted to and accepted by the CO.

(b) Closing date and invoice submittal date. The closing date for progress payments will be designated by the CO. Include work performed after the closing date in the following month's invoice. Submit invoices to the designated billing office by the 7th day after the closing date. Invoices received by the designated billing office after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

(c) Invoice requirements. Submit the invoice to the government's designated billing office. Include the following items in the invoice:

- (1)** The information required in FAR Clause 52.232-27(a)(2)(I) through (a)(2)(x).
- (2)** A tabulation of total quantities and unit prices of work accomplished or completed on each pay item as of the monthly closing date. Do not include any quantities unless field note documentation for those quantities was submitted by the closing date. Do not include any work involving material for which test reports required under Sections 153 or 154 or certifications required by Subsection 106.03 are past due as of the closing date.
- (3)** The certification required by FAR Clause 52.232-5(c) and, if applicable, the notice required by FAR Clause 52.232-5(d). Provide an original signature on the certification. Facsimiles are not acceptable.
- (4)** If applicable, a copy of the notices that are required by FAR Clause 52.232-27(e)(5) and (g).
- (5)** The amount included for work performed by each subcontractor under the contract.
- (6)** The total amount of each subcontract under the contract.
- (7)** The amounts previously paid to each subcontractor under the contract.
- (8)** Adjustments to the proposed total payment which relate to the quantity and quality of individual items of work. Adjustments for the following may be made by the Government after validation of the invoice.
 - (a)** Retent resulting from a failure to maintain acceptable progress.

- (b) Retent resulting from violations of the labor provisions.
- (c) Retent pending completion of incomplete work, other "no pay" work, and verification of final quantities.
- (d) Obligations to the Government such as excess testing cost or the cost of corrective work pursuant to FAR Clause 52.246-12(g).
- (e) Liquidated damages for failure to complete work on time.

(d) Government's receiving report. The Government's receiving report will be developed using the measurement notes received and accepted by the CO. Within 4 days after the closing date, the CO will be available by appointment at the Government's designated billing office to advise the Contractor of quantities and unit prices appearing on the Government's receiving report.

(e) Processing progress payment requests. No payment will be made for work unless field note documentation for the work was provided by the closing date.

(1) Invoices received by the 7th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c), and the quantities and unit prices shown on the contractor's invoice agree with the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be paid.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c), or if any of the quantities or unit prices shown on the contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be deemed defective and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the Contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice still does not meet the requirements of Subsection 109.08(c), the Contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(c), but still had quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item or work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing by the 23rd day following the closing date. The Contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.

(2) Invoices received between the 8th and 16th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(d), and the quantities and unit prices shown on the Contractor's invoice agree with the

corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(d), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(d), but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days of the Government's receipt of the invoice. The Contractor will be notified of the reasons for any changes to the invoice.

(f) Partial payments. Progress payments may include partial payment for material to be incorporated in the work, provided the material meets the requirements of the contract and is delivered on or in the vicinity of the project site or stored in acceptable storage places.

Partial payments for stockpiled manufactured material (aggregates) will be based on Contractor process control test results. If test results show the material to be out-of-specification, or in "reject" where statistical evaluation procedures are used, no payment for stockpiled materials will be made.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

Partial payments for material will not exceed the lesser of:

- (1) 80 percent of the contract bid price for the item, or
- (2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract.

109.09 Final Payment. Delete the first sentence and substitute the following:

FAR Clause 52.232-5, Payment under Fixed-Price Construction Contracts, and FAR Clause 52.232-27 - Prompt Payment for Construction Contracts are supplemented as follows:

Section 152. - CONSTRUCTION SURVEY AND STAKING**Construction Requirements**

152.02 General. Delete the first paragraph and substitute the following:

The Government will furnish to the Contractor one copy of each of the following information:

- 3D coordinates and offset distance from centerline for subgrade and surface course finishing stakes at 50 foot intervals and miscellaneous intermediate stations.
- Slope stake books containing centerline grade and slope staking information at 50-foot station intervals and miscellaneous intermediate stations.
- Computer listings containing: horizontal alignment, vertical alignment, earthwork quantities, and staking details showing superelevation template data and slope information.

The Government will provide files for downloading 3D data. Following is the information that will be provided electronically:

- 3D coordinates of control points.
- 3D coordinates of grade finishing stakes.

The Government will perform the following:

- Establish basic survey control points for vertical and horizontal control of the project.

Add the following to the fourth paragraph:

Protect all land survey monuments, property corners, USGS bench marks and USGS control points. Move and reference those which fall within the construction limits according to Subsection 107.02, Protection and Restoration of Property and Landscape. Coordinate the new locations with the CO.

Delete the second sentence of the second paragraph and substitute the following:

Reestablish missing control points before slope staking begins.

Add the following:

Furnish a practicable schedule of staking activities with the construction schedule submitted according to Section 155. Include the dates and sequence of staking requirements. Set initial reference lines, set horizontal and vertical control points, complete roadway cross sections, determine proposed slope catch points and limits of construction. Furnish the data to the CO for approval prior to beginning any work items.

152.03 Survey and Staking Requirements.**(a) Control points.** Delete the text and substitute the following:

Establish initial horizontal and vertical control points prior to construction operations. Furnish the coordinates and elevations to the CO for approval.

(b) Roadway cross-sections. Delete the text of this paragraph and substitute the following:

Take roadway cross-sections only when required to re-catch slope stakes according to 152.03(c). Take roadway cross-sections normal to centerline. Along each cross-section, measure and record points at breaks in topography, but no farther apart than 20 feet. Space the points so that the maximum variation in vertical distance from a straight line between two consecutive points and the ground line does not exceed ± 0.75 feet. Measure and record points to at least the anticipated slope stake and reference locations. Reduce all cross-section distances to horizontal distances from centerline.

(f) Grade finishing stakes. Delete the third paragraph and substitute the following:

The maximum longitudinal spacing between stakes is 25 feet. Reset grade finishing stakes as many times as necessary to construct the subgrade and each aggregate course. Use brushes or guard stakes at each stake.

Ensure that the constructed grades and centerline match the existing boardwalk deck as shown on the plans.

(l) Miscellaneous survey and staking. Add the following:

(6) Re-establishing land survey monuments, property corners, USGS bench marks, and USGS control points found within the construction limits.

(7) Following construction of earthwork to subgrade, establish reference hubs and guard stakes at 3' offsets for construction of portland cement concrete curbing at all geometric points shown on sheet B.2 (see 152.03(n) for size and materials of stakes and hubs). Stake all portland cement concrete curb radius points (horizontally only).

(m) Intermediate surveying and staking. Delete the text of the third paragraph and substitute the following:

Re-measure quantities if it has been determined that any portion of the work is acceptable but has not been completed to the lines, grades, and dimensions shown on the plans or established by the CO.

152.03 Surveying and Staking Requirements. Delete Table 152-1 and substitute the following:

Table 152-1
Construction Survey and Staking Tolerances ⁽⁷⁾

Staking Phase	Horizontal	Vertical
Existing Government network control points	±0.06 feet	±0.035 ft * \sqrt{K} ⁽⁵⁾
Local supplemental control points set from existing Government network points	±0.03 feet	±0.010 ft * \sqrt{N} ⁽⁶⁾
Centerline points ⁽¹⁾ – (PC), (PT), (POT), and (POC) including references	±0.03 feet	±0.03 feet
Other centerline points	±0.16 feet	±0.16 feet
Cross-section points and slope stakes ⁽²⁾	±0.16 feet	±0.16 feet
Slope stake references ⁽²⁾	±0.16 feet	±0.16 feet
Culverts and minor drainage structures	±0.16 feet	±0.06 feet
Retaining walls and curb and gutter	±0.06 feet	±0.03 feet
Bridge substructures	±0.03 feet ⁽³⁾	±0.03 feet
Bridge superstructures	±0.03 feet ⁽³⁾	±0.03 feet
Clearing and grubbing limits	±2.00 feet	---
Roadway subgrade finish stakes ⁽⁴⁾	±0.16 feet	±0.03 feet
Roadway finish grade stakes ⁽⁴⁾	±0.16 feet	±0.03 feet

⁽¹⁾ Centerline points: PC – point of curve; PT – point of tangent; POT – point on curve.

⁽²⁾ Take the cross-sections normal to the centerline ±1 degree.

⁽³⁾ Bridge control is established as a local network and the tolerances are relative to that network.

⁽⁴⁾ Includes paved ditches

⁽⁵⁾ K is the distance in miles

⁽⁶⁾ N is the number of instrument setups.

⁽⁷⁾ At 95% confidence level. Tolerances are relative to existing Government network control points.

Add the following subsection:

(n) Centerline verification and staking. The North Kihei baseline shown on the plans is based on the location of the edge stripes. Baseline of North Kihei Highway and the parking area centerline needs to be verified prior to performing work on North Kihei Highway.

Section 153. - CONTRACTOR QUALITY CONTROL**Construction Requirements****153.02 Contractor Quality Control Plan.****(a) Process control testing.** Add the following:

See Table 153-1 for schedule of minimum sampling and testing for process control. Where no minimums are specified, submit proposed tests to be performed and the proposed sampling and testing frequencies.

Add the following:

For aggregates and/or aggregate/asphalt mixtures accepted under Subsection 106.03, sample and test for conformity with the Certification a minimum of one time per pay item.

(b) Inspection/control procedures.**(3) Production phase.** Add the following:

(d) Inspect materials or assemblies accepted under Subsection 106.03 to ensure that all the work and materials comply with all contract requirements. Furnish the results of the inspection, along with the product certification or commercial certification as applicable, to the CO prior to incorporating the materials into the work.

(c) Description of records. Add the following:

Identify the format for reporting test results and the procedures to be used to maintain inspection records.

(d) Personnel qualifications.**(1)** Add the following:

Designate a Quality Control Supervisor (QCS) to manage the inspection system. The QCS shall monitor all phases of the work and identify deficiencies and take appropriate corrective action.

(3) Personnel assigned to sampling or testing shall have 1 year or more of recent job experience in the type of sampling and testing required by the contract, and the following:

(a) NICET Level II certification in highway materials, or State or industry certification-related sampling and testing equivalent to their intended responsibilities.

or

(b) Current or previous employment by an AASHTO accredited laboratory performing sampling and testing equivalent to their intended responsibilities.

(c) Demonstrated proficiency or successful testing of one or more proficiency samples may be substituted for basic qualifications pending verification of test results.

153.03 Testing. Delete the title and the text and substitute the following:

153.03 Sampling and Testing. Perform the work required by Table 153-1 and by the acceptable Quality Control Plan.

(a) Sampling.

(1) Acceptance sampling. Acceptance sampling schedules and times or locations will be provided by the CO.

(2) Quality control sampling. Use a procedure for random sampling. Sample according to the acceptable Quality Control Plan. In addition, sample any material that appears defective or inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or otherwise corrected.

(3) Certifications. For materials accepted by certification in accordance with 106.03, review all certifications to insure compliance with the requirements of the contract prior to incorporating materials into the work and provide a signed copy of the reviewed certification(s) to the CO.

(b) Testing. If the Government-furnished field laboratory option is not exercised by the CO, furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to do this work. Ensure mobile laboratories receive an equipment inspection after the laboratory has been moved to its permanent location on the project site and anytime it is moved thereafter. Inspect equipment within 45 days of actual use in project testing and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and take it out-of-service until it is repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting these inspections in the laboratory. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection.

The CO may require the Contractor to perform testing to demonstrate acceptable equipment and an acceptable level of technician competence. The CO may also check equipment and inspection records to verify condition. Repair or replace equipment not meeting applicable requirements. Keep laboratory facilities clean and maintain equipment in proper working condition. Provide the CO unrestricted access to the laboratory for inspection and review.

153.04 Records. Add the following to the first paragraph:

When tests are on material being incorporated into the work, report test results within 24 hours.

Add the following to the second paragraph:

Detail inspection results including deficiencies observed and corrective actions taken.

153.05 Acceptance. Add the following:

If chronic deficiencies are noted in the Contractor's inspection or testing systems, the CO may order supplemental inspection and/or testing to be performed. The Government will charge to the Contractor all costs associated with such supplemental inspection or testing.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 204, 208, 209.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Embankment Construction Composition of Roadbed in Cuts	Classification and Moisture/Density	AASTHO M 145 AASHTO T 99 or AASHTO T 180 (minimum of 5 proctor points).	1 per material/type.	Source of material.
	In-place density and moisture content	AASHTO T 310	2 per lift, but not less than 2 every 1000 cubic yards.	Compacted embankment, subgrade as applicable.
	R-value	AASHTO T 190 (Tested by FHWA Central Lab).	1 per 2500 feet, or change in material type.	Sample depth: 0-12 inches.
Bedding/Backfill for Structures and Culvert Pipe	Classification and Moisture/Density	AASTHO M 145 AASHTO T 99 or AASHTO T 180 (minimum of 5 proctor points).	1 per material/type.	Source of material.
	In-place density and moisture content	AASHTO T 310	1 per 50 feet/lift. Minimum 2 per lift.	Compacted bedding or backfill as applicable.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 301, 303, 304, 305, 306, 308.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Subbase, Base Course Aggregate Stabilization and Aggregate Topsoil Courses	Gradation (301)	AASTHO T 11 AASTHO T 27	2 per day	Crusher belt
	Moisture/Density	AASHTO T 99 or AASTHO T 180 (minimum of 5 proctor points)	1 per source of material	Source of material
	In-place density and moisture content	AASHTO T 310 or AASTM D2950	2 per lift at 1000 feet intervals, alternating lanes	Compacted aggregate
	Plasticity index (aggregate surfacing only)	AASHTO T 90	2 per day	Crusher belt
	Gradation (304 materials processed in place)	AASHTO T 11 AASHTO T 27	1 per 1000 feet	Processed material
Magnesium Chloride and Calcium Chloride	Specific Gravity	Hydrometer	1 per shipment	Transport vehicle

Note: Density and Moisture calculations AASHTO T 310...Density corrections based on moisture for recycled materials containing asphalts, or aggregates containing MgCl or CaCl shall be made based on samples taken from each test site and oven-dried in the laboratory.

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 401, 402, 403, 404, 405.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Asphalt Concrete Pavement	Gradation	AASHTO T 11 AASHTO T 27	2 per day per stockpile	Crusher belt (during production) and Cold Feed or Hot Bins (as applicable during production of hot mix)
Open-Graded Asphalt Friction Course	Moisture content of aggregates	AASHTO T 255	1 per day	Cold Feed (during production of hot mix)
Asphalt Treated Base Course	Compaction	ASTM D2950	Test strip, first day of production to establish roller pattern: 12 per 1500 feet, then 3 per 1500 feet	In place, after compaction
	Placement temperature	Thermometer	As directed	Behind laydown machine
	Surface tolerance	Straight edge and FLH T 504	During and after compaction	See Subsection 401.16

Table 153-1
Schedule of Minimum Sampling and Testing For Process Control
 (to be performed by the Contractor)

Section(s): 501, 552, 601.

Material	Property or Characteristic	Test Method or Specification	Frequency	Sampling Point
Concrete	Gradation and fineness modulus	AASTHO T 11 AASHTO T 27	1 per day	Aggregate, before batching
	Moisture	AASHTO T 255	1 per day/stockpile	Aggregate, before batching
	Slump	AASHTO T 119	1 per 30 cubic yards, minimum 1 per day	See note
	Air content	AASHTO T 152	1 per 30 cubic yards, minimum 1 per day	See note
	Unit weight	AASHTO T 121	1 per 30 cubic yards, minimum 1 per day	See note
	Temperature	Thermometer	1 per 30 cubic yards, minimum 1 per day	See note
	Making test specimens for compressive strength	AASHTO T 23	1 set per 30 cubic yards, minimum 1 set per day	At point of discharge

Note: If an extended set admixture is used for the sole purpose of extending discharge times, sampling and testing shall be performed by the Contractor at point of batching and discharge location to ensure compliance with Subsection 552.08.

Section 154. - CONTRACTOR SAMPLING AND TESTING**Description**

154.01 Delete the second sentence and substitute the following:

When there is a pay item for Contractor testing included in the bid schedule, it also consists of testing and reporting required test results.

Construction Requirements

154.02 Sampling. Delete the second paragraph and substitute the following:

Sample and split samples according to AASHTO or other acceptable procedures. Allow the CO the opportunity to witness all sampling. Immediately perform splits on all samples. Deliver the Government's portion of the sample or split sample in an acceptable container suitable for shipment. Submit form 1600c for each sample to the CO and label all samples with the following information:

- (1) Project number
- (2) Source of material
- (3) Item number
- (4) Sample number
- (5) Date sampled
- (6) Time sampled
- (7) Location sample taken
- (8) Name of person sampling
- (9) Name of person witnessing sampling
- (10) Type of test required on sample

Sample according to the Sampling and Testing tables included at the end of each section.

Perform the initial curing of all concrete test cylinders. Provide for transporting the cylinders to the FHWA-Central Federal Lands Highway's Laboratory unless other testing facilities are authorized by the CO.

Label each concrete mold with the name and number of the Project, the cylinder number, date molded, location of the sample, and the test age (i.e. – 7, 14, or 28 days). Label the mold after casting and the cylinder after stripping to ensure the sample can be identified throughout the entire curing process.

Provide the required cylinder molds.

154.03 Testing. Delete the first sentence and substitute the following:

When there is a pay item for Contractor testing included in the bid schedule, perform all tests required by the Sampling and Testing tables included at the end of each section.

Add the following:

Where Process Control Sampling and Testing frequencies as per Table 153-1 are identical to the Sampling and Testing Tables for all applicable work the Process Control Samples may be used for acceptance.

Add the following subsection:

154.03A Laboratory (Contractor-Furnished). Furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract.

The sampling and testing services of a commercial laboratory meeting or exceeding the requirements described herein may be used if all contract sampling and testing requirements are satisfied by the use of the commercial facility.

Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to do this work. Ensure mobile laboratories receive an equipment inspection after the laboratory has been moved to its permanent location on the project site and anytime it is moved thereafter. Inspect equipment within 45 days of actual use in project testing and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and it take out-of-service until it is repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting these inspections in the laboratory. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection.

The CO may require the Contractor to perform testing to demonstrate acceptable equipment and an acceptable level of technician competence. The CO may also check equipment and inspection records to verify condition. Repair or replace equipment not meeting applicable requirements. Keep laboratory facilities clean and maintain equipment in proper working condition. Provide the CO unrestricted access to the laboratory for inspection and review.

Section 155. - SCHEDULES FOR CONSTRUCTION CONTRACTS

Construction Requirements

155.02 General. Add the following to the fourth paragraph:

No progress payment will be made for any work until a construction schedule is submitted to the CO and accepted by the CO.

155.05 Written Narrative. Add the following:

(j) List anticipated monthly and cumulative contract earnings (including, for schedule updates, any contract modifications) for each month from the beginning of construction operations through the completion of the work. Calculate and list each month's anticipated earnings through

the close of business on the date provided by the CO as the cut-off date for monthly project pay estimates.

155.06 Schedule Updates. Add the following:

No progress payment will be made for any work until an updated construction schedule has been submitted to and accepted by the CO.

Allow 7 days after receipt for acceptance of the updated construction schedule or a return for revisions.

Section 156. - PUBLIC TRAFFIC

Construction Requirements

156.03 Accommodating Traffic During Work. Delete the last two sentences in the first paragraph and substitute the following:

Submit situation-specific traffic control implementation drawings and alternate traffic control proposals according to Subsection 104.03 for acceptance at least 14 days before intended use.

156.04 Maintaining Roadways During Work.

(a) Add the following:

Do not construct detours outside of the clearing limits or use alternate route detours without the approval of the CO.

156.06 Limitations on Construction Operations.

(c) Delete the text and substitute the following:

No shoulder drop-off over 2 inches overnight will be allowed along North Kihei Highway. If work can not be completed within the same day, at the end of the working day, correct all shoulder drop-offs along the roadway by placing base course material at a maximum slope of 4:1. No measurements for payment will be made for this work. Complete the construction of shoulders adjacent to traffic lanes to the same elevation within 3 days.

(d) Delete the first sentence and substitute the following:

For alternate one-way traffic control, provide a minimum lane width of 10 feet. For two-way traffic, provide a minimum roadway width of 22 feet.

(j) Delete the text and substitute the following:

No construction activity will be allowed on the North Kihei Highway during the following times on any day:

6:30 a.m. to 8:30 a.m.

3:30 p.m. to 5:30 p.m.

During the above times, allow traffic to pass through the construction without delay.

(k) Add the following paragraph:

Maintain existing guardrail until removal is necessary for construction. Use a temporary barrier, or other appropriate shielding or warning devices, as directed by the CO, while the guardrails are absent. Limit the length of area affected as directed by the CO. Install new guardrail as soon as possible to minimize risk to the public.

156.07 Nighttime Operations. Delete the first sentence of the first paragraph and substitute the following:

Perform construction operations during the hours of daylight (1/2 hour after sunrise to 1/2 hour before sunset) and in accordance with the limitations included in subsection 156.06.

Delete the second paragraph and substitute the following:

No night operations are permitted.

Section 157. - SOIL EROSION CONTROL

Construction Requirements

157.03 General. Delete the second paragraph and substitute the following:

Standard erosion control devices are provided in the contract. Detail site-specific measures for controlling erosion and submit to the CO for acceptance prior to implementation. Provide working drawings and associated data that do not exceed 24 by 36 inches in size. Allow 7 days for acceptance of the drawings or a return for corrections. Include the following in the detailed design:

- (1) Address contractual requirements for storm water runoff permits, environmental commitments, and other permit requirements here or in Subsection 107.01 or 107.10.
- (2) Location of each proposed erosion control measure.
- (3) Type of each erosion control measure.
- (4) Quantities and estimated unit costs of proposed temporary erosion control devices to be implemented during construction.

- (5) A schedule detailing coordination of erosion control measures with the various construction operations or stages. Include the furnishing, installation, maintaining, and removing of temporary devices and the installation of permanent erosion control features.
- (6) A schedule outlining the proposed schedule of clearing and grubbing, excavation, embankment, and culvert operations such that the area of disturbed or erodible material is minimized. Schedule the work such that temporary and permanent erosion measures can be incorporated at the earliest practical time.
- (7) Construction methods used in various items of work to minimize erosion.

Add the following:

At least 5 days prior to the preconstruction conference, designate in writing an Erosion Control Supervisor who is responsible for implementing the requirements of this Section. Designate the project superintendent as the Erosion Control Supervisor.

When temporary erosion control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work in a timely manner, provide temporary measures at no cost to the Government.

157.05 Filter Barriers.

Delete the first sentence and substitute the following:

Install sediment logs for filtering sediment from runoff and reducing the velocity of sheet flow.

Add the following:

In some instances, the CO may direct that filter barriers remain in place after the project is complete. In this situation, the filter barrier will be removed by others.

Sediment control logs are commercially available products manufactured from straw, wood or other natural fibers and encased in tubular netting. The manufactured use of the logs should include sediment control, suspended solids capture and hydraulic energy dissipation. Provide manufacturers specifications verifying intended use. Submit a sample log for approval to the CO two weeks prior to installation.

All logs should be certified weed free. Provide sediment logs which are 18 inches (∇ 10%) in diameter and 10 feet lengths (∇ 10%). Provide wood stakes that are of sound wood at least 2" x 2" x 30".

Install sediment log per the manufacturer's recommendations and as shown on the plans. On completion, sediment logs will be properly seated on the ground surface and stakes shall be plumb. Maintain logs in good condition throughout the contract and replace broken stakes,

ripped logs, or other failures. Periodically, remove soil build-up, and construction debris caught by filter, or when directed by the CO.

157.12 Inspection and Reporting. Add the following:

Monitor the turbidity of waters adjacent to the project. Take turbidity measurements using an HF-DRT 15 turbidimeter or equivalent upstream of the project and 500 feet downstream of the area of the highest turbidity. If the measurements show an increase of 10 NTU or more, immediately suspend operations in the vicinity of the problem area and modify the erosion control measures to eliminate the cause of the high turbidity. Include turbidity readings, locations, and actions taken, if any, in inspection reports. Also provide documentation of meter calibration.

157.14 Acceptance. Add the following:

Soil erosion control will be evaluated under subsection 106.02 based on the demonstrated ability of the erosion control measures to result in minimal soil erosion, sedimentation and/or siltation, and turbidity increases within or adjacent to the project limits.

Measurement

157.15 Add the following:

Measure temporary diversion berm by the linear foot.
Measure sediment control logs by the each.

Payment

157.16 Add the following:

	Pay Item	Pay Unit
15723	Temporary diversion berm	Linear Foot
15735	Sediment control log	Each

Section 158. – WATERING FOR DUST CONTROL

Payment

158.06 Add the following:

	Pay Item	Pay Unit
15802	Watering for Dust Control	Lump sum

Section 201. - CLEARING AND GRUBBING**Description****201.01** Delete the text and substitute the following:

This work consists of clearing within the clearing limits designated by the CO based on details shown on the plans and adjusted to fit field conditions. Contractor shall coordinate with the CO for approval of clearing limits prior to beginning any clearing operations. Perform clearing work in close coordination with Kealia Pond National Wildlife Refuge to reduce the potential for adverse impacts to the wildlife refuge.

Payment**201.09** Add the following:

Pay Item	Pay Unit
20101A Clearing	Acre

Section 203. - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**Description****203.01** Delete the paragraph and add the following:

This work consists of salvaging, sawcutting, removing guardrail, fences, structures, pavements, and other obstructions. This work also includes saw cutting the existing pavement along the North Kihei Highway in order to perform shoulder work at the locations and in conformance with the details shown in the plans.

Construction RequirementsAdd the following subsection:**203.03A Sawcutting Existing Pavement.**

Furnish saw and blades of such size and configuration that saw cuts can be made with one pass. Spacers are not allowed. Perform all saw cutting of existing pavements in a continuous operation. Remove excess pavement in accordance with subsection 203.04.

203.04 Removing Material. Add the following:

Remove and salvage approximately 240 ln. ft. of existing guardrail as shown in the plans. Stockpile guardrail at the Kealia Pond Wildlife Refuge.

203.05 Disposing of Material.

(a) Remove from Project. Add the following to the end of the paragraph:

Secure environmental clearances according to Subsection 107.10.

(b) Burn. Delete the text.

(c) Bury. Delete the text.

203.06 Acceptance. Add the following:

Sawcutting of existing pavement will be evaluated under subsection 106.02.

Measurement

203.07 Add the following:

Measure sawcutting by the linear foot.

Payment

203.08 Add the following:

Pay Item**Pay Unit**

20307 Sawcutting Pavement

Linear Foot

Section 204. - EXCAVATION AND EMBANKMENT**Description****204.02 Definitions.**

(b) Embankment construction.

(1) Rock. Delete the text and substitute the following.

Rock is material containing particles that are retained on the 3 inch sieve and having less than 40 percent passing the No. 4 sieve or less than 35 percent passing the No. 10 sieve.

Construction Requirements

204.05 Conserved Topsoil. Delete the first sentence and substitute the following:

Conserve topsoil from the roadway excavation and from embankment foundation areas to the extent and depth determined by the CO.

204.11 Compaction.

(b) Earth embankment. Delete the first paragraph and substitute the following:

Classify the material according to AASHTO M 145. For material classified A-1 or A-2-4, determine the optimum moisture content and the maximum density according to AASHTO T 180 method D. For other material classifications, determine the optimum moisture content and the maximum density according to AASHTO T 99 method C

Delete the third paragraph and substitute the following.

Compact material placed in all embankment layers and the material scarified in cut sections to at least 95 percent of the maximum density. Determine the in place density and moisture content according to AASHTO T-310 or other approved test procedure.

204.14 Disposal of Unsuitable or Excess Material. Add the following:

Secure environmental clearances according to Subsection 107.10.

Section 251. – RIPRAP

Delete the entire Section and substitute the following:

Description

251.01 This work consists of furnishing and placing riprap for bank protection, slope protection, drainage structures, and erosion control.

Riprap classes are designated as shown in Table 705-1.

Material

251.02 Conform to the following Subsections:

Geotextile type IV	714.01
Riprap rock	705.02

Construction Requirements

251.03 General. Perform the work under Section 209. Dress the slope to produce a smooth surface. If earthwork geotextile is required, place according to Section 207.

251.04 Placed Riprap. Placed riprap is rock placed on a prepared surface to form a well-graded mass.

Place riprap to its full thickness in one operation to avoid displacing the underlying material. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or rearrange individual rocks by mechanical or hand methods to obtain a dense uniform blanket with a reasonably smooth surface.

251.07 Acceptance. Rock for riprap will be evaluated under Subsection 106.02 and 106.03.

Rock placement for riprap will be evaluated under Subsections 106.02 and 106.04.

Structure excavation and backfill will be evaluated under Section 209.

Geotextile will be evaluated under Section 207.

Measurement

251.08 Measure riprap by the ton or by the cubic yard in place.

Payment

251.09 The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay items listed below that are shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Payment will be made under:

	Pay Item	Pay Unit
25101C	Placed riprap class 3	Cubic yard

Section 308. - MINOR CRUSHED AGGREGATE Delete the entire section and substitute the following:

Section 308. - MINOR CRUSHED AGGREGATE

Description

308.01 This work consists of furnishing and placing crushed aggregate for bedding, backfill, and roadway aggregate courses, including subbase.

The roadway aggregate compaction method is designated as shown in Subsection 308.05(a).

Material

308.02 Conform to the following Subsections:

Crushed aggregate	Table 308-1
Water	725.01

Table 308-1
Crushed aggregate properties

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T27 and T11)
2 inch	100
1½ inch	90–100
¾ inch	50–90
No. 4	25–50
No. 200	3–9
Additional properties ⁽¹⁾	
Los Angeles Abrasion (AASHTO T96)	40 max.
Plasticity Index (AASHTO T90)	6 max.
Sand Equivalent (AASHTO T176, method 2, referee method)	30 max.

⁽¹⁾ In addition, aggregate will be hard, durable particles or fragments of crushed stone or gravel conforming to the size and quality requirements for aggregate normally used locally in the construction and maintenance of highways by Federal or state agencies. Furnish crushed aggregate uniformly graded from coarse to fine and free of organic matter, lumps or balls of clay, and other deleterious matter.

Construction Requirements

308.03 Preparing Surface.

(a) Roadway and subbase aggregate. Prepare the surface on which the aggregate course is placed according to Subsection 303.07.

(b) Bedding and backfill aggregate. Shape, compact, and finish the surface to the required lines, grade, elevation, and cross-section according to Section 209.

308.04 Placing Crushed Aggregate.

(a) Roadway and subbase aggregate. Mix the aggregate and adjust the moisture content to obtain a uniform mixture with a moisture content suitable for compaction. Spread and shape the mixture on the prepared surface in a uniform layer.

Do not place the mixture in a layer exceeding 6 inches in compacted thickness. When more than one layer is necessary, compact each layer according to Subsection 308.05(a) before placing the next layer.

(b) Bedding and backfill aggregate. Place and shape the mixture in layers that when compacted do not exceed 6 inches in depth.

308.05 Compacting and Finishing Crushed Aggregate.

(a) Roadway and subbase aggregate. Compact using the specified method. When no method is specified, use either method. Finish the surface according to Subsection 301.06.

(1) Method 1. Compact each layer according to Subsection 204.11(a). Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, and walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

Compactive effort may be decreased if inplace densities show that less compactive effort is required under method 2.

(2) Method 2. Compact each layer according to 301.05.

(b) Bedding and backfill aggregate. Compact each layer according to Subsection 209.11.

308.06 Acceptance Crushed aggregate will be evaluated under Subsection 106.02 and 106.03. Furnish a production certification including gradation and quality properties for each source. During placement the Contractor shall sample material from the windrow or roadbed after processing at the frequency shown in table 308-2. The samples shall be submitted to the CO for verification. Materials which do not meet the approved certification will be considered unacceptable.

Construction of roadway and subbase aggregate courses will be evaluated under Subsections 106.02 and 106.04. Method 2 compaction will be evaluated under Section 106.04. See Table 308-2 for sampling and testing requirements.

Placement of bedding and backfill aggregate will be evaluated under Subsection 106.02 and Section 209.

Preparation of the surfaces on which crushed aggregate is placed will be evaluated under Section 303 and 209 as applicable.

Measurement

308.07 Measure crushed aggregate by the cubic yard in the hauling vehicle, by the ton, or by the square yard.

Payment

308.08 The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

STP/PLH KEPO 10(3)
KEALIA POND

Payment will be made under:

Pay Item

Pay Unit

30802B

Roadway aggregate method 2

Ton

Table 308-2
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Property or Characteristic	Test Methods or Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Crushed aggregate ⁽¹⁾	Measured and tested for conformance (106.04)	Moisture-Density	AASHTO T180 Method D ⁽³⁾	1 for each aggregate supplied.	Production output or stockpile.	---	Before using in work
		Gradation ⁽²⁾	AASHTO T11 and T27	1 for each 1000 ton.	From the windrow or roadbed after processing.	---	Before placing next layer
		In-place density and moisture content	AASHTO T310 or other approved procedures	1 for each 1000 ton.	In-place completed compaction layer.	---	Before placing next layer

⁽¹⁾ Sampling and testing required for roadway aggregate.

⁽²⁾ Use only sieves indicated for the specified gradation.

⁽³⁾ Minimum of 5 points per proctor.

Section 402. - MINOR HOT ASPHALT CONCRETE Delete the entire section and substitute the following:

Section 402. - MINOR HOT ASPHALT CONCRETE

Description

402.01 This work consists of constructing minor hot asphalt concrete for sidewalks, paved waterways, curbs, and roadways.

Construction Requirements

402.02 Composition of Mix (Job-Mix Formula). Furnish hot asphalt concrete mix composed of hard, tough, durable crushed stone and asphalt binder mixed in an approved plant. Use an asphalt binder grade used locally in the construction of highways by the state agency. Aggregate will be free from soft or disintegrated pieces, clay, dirt, or other deleterious substances. Aggregate quality and gradation will conform to Table 402-1.

The asphalt concrete mix will conform to design parameters (a) or (b) for the type of mix specified in Table 402-2. All approved mixes will meet design parameter (c) in Table 402-2.

Table 402-1
Aggregate Quality and Gradation Requirements

Quality Property	Test Method	Specification
Los Angeles Abrasion	AASHTO T 96	30% max
Sand Equivalent	AASHTO T 176	45 min
Sodium Sulfate Soundness	AASHTO T 104	9% max
Flat and elongated pieces (length to thickness ratio of 3)	ASTM D 4791	25% min
Sieve Size	Percent by mass passing designated sieve (AASHTO T 27 and AASHTO T 11)	
	Type IV	Type V
¾ inch	100	---
½ inch	90-100	100
⅜ inch	72-90	80-100
No. 4	48-66	55-75
No. 8	32-48	35-52
No. 16	21-37	22-38
No. 30	15-27	14-26
No. 50	9-21	8-20
No. 100	6-16	6-15
No. 200	4-8	4-8

Table 402-2
Minor Hot Asphalt Concrete Mix Requirements

Design Parameters	Specification
(a) Hveem (AASHTO T 246 and AASHTO T 247)	
(1) Stabilometer, minimum	37
(2) Percent Air Voids ⁽¹⁾	3 – 5
(3) Voids in Mineral Aggregate	
Type IV, %, minimum	14
Type V, %, minimum	15
(b) Marshall (AASHTO T 245)	
(1) Stability, pounds minimum	1800
(2) Flow, 0.01 inch	8 - 16
(3) Percent Air Voids ⁽¹⁾	3 - 5
(4) Compaction, number of blows per side	75
(5) Voids in Mineral Aggregate	
Type IV, %, minimum	14
Type V, %, minimum	15
(c) Moisture Susceptibility (AASHTO T 165 and T 167 or AASHTO T 283)	
(1) Retained strength, % minimum	70

⁽¹⁾ The percent of air voids are based on AASHTO T 166, AASHTO T 209 and AASHTO T 269.

For the proposed hot asphalt concrete mix, furnish a production certification meeting the mix requirements in Table 402-1 and Table 402-2, and a sample of loose mix to the CO three weeks prior to placement. Include copies of laboratory test reports indicating the properties of the aggregates, gradation results, asphalt binder and additives that meet state agency specifications. Submit the maximum specific gravity (density) of the mix as determined by AASHTO T 209.

402.03 Surface Preparation. Prepare the surface according to Section 209 or Subsection 303.07 as applicable.

402.04 Weather Limitations. Place asphalt concrete on a dry, unfrozen surface when the air temperature in the shade is at least 50°F and rising.

402.05. Hauling. Haul the asphalt mix using vehicles conforming to Subsection 401.11.

402.06 Placing and Finishing. Place all mix with a mechanical mixer. For roadway paving do not place lifts thicker than 4 inches. In areas where mechanical spreading and finishing is impractical, spread and finish each course by hand raking, screeding, or by other approved methods. Construct a surface that is uniform in texture and cross-section. Construct joints according to Subsection 401.15.

402.07 Compacting.

(a) Roadway paving. Compact the mix to a minimum of 92 percent of maximum specific gravity (density). Determine density by nuclear gauge.

(b) Non-roadway paving. Compact by rolling with a hand-operated roller weighing at least 300 pounds or with a small power roller

402.08 Pavement Smoothness. Use a 10-foot metal straightedge to measure at right angles and parallel to the centerline. Defective areas are surface deviations in excess of 0.25 inches in 10 feet between any two contacts of the straightedge with the surface. Correct defective areas using approved methods.

402.09 Acceptance. Minor hot asphalt concrete mixture will be evaluated under Subsections 106.02, 106.03 and 106.04.

Minor hot asphalt concrete construction work will be evaluated under Subsections 106.02 and 106.04. See Table 402-3 for minimum sampling and testing requirements.

During placement the contractor will sample the loose mix according to Table 402-3. A split sample will be submitted to the CO for verification. Materials that do not meet the approved job mix formula will be considered unacceptable.

Measurement

402.10 Measure asphalt concrete by the ton.

Payment

402.11 The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay item listed below that is shown in the bid schedule. Payment will be in full compensation for the work prescribed in this section. See Subsection 109.05.

Payment will be made under:

	Pay Item	Pay Unit
40201	Minor hot asphalt concrete	Ton

Table 402-3
Sampling, Testing and Acceptance Requirements

Material or Property	Type of Acceptance (Subsection)	Characteristic	Test Methods or Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Minor Hot Asphalt Concrete Pavement (design)	Measured and Tested for Conformance (106.03 & 106.04)	Job-mix formula verification	Subsection 402.02 ⁽¹⁾	1 per job-mix formula	Flowing mix stream (bin or belt discharge) or behind the laydown machine before rolling.	---	21 days before approval of job-mix formula
Minor Hot Asphalt Concrete Pavement (production)	Measured and Tested for Conformance (106.04)	Job-mix formula verification	Subsection 402.02 ⁽¹⁾	1 per 700 ton	Behind the laydown machine before rolling	Yes	24 hours
		Compaction ⁽²⁾	AASHTO T 166 and AASHTO T 209	1 per 700 ton	In-place after compaction.	“	“
		Smoothness	Subsection 402.08	---	---	---	---

⁽¹⁾ Use only sieves indicated on the job-mix formula for the specified gradation.

⁽²⁾ Cut core samples from the compacted pavement and carefully remove using a core retriever. Fill and compact the sample holes with asphalt concrete mixture.

Section 411. - ASPHALT PRIME COAT**Description**

411.01 Delete the second paragraph and substitute the following.

Prime coat asphalt grade is designated as shown in AASHTO M 140 or AASHTO M 208 for emulsified asphalt; AASHTO M 81 or AASHTO M 82 for cut-back asphalt; or Subsection 702.03(e) for other emulsified asphalts

Measurement

411.08 Delete the first paragraph and substitute the following:

Measure prime coat asphalt by the ton or by the gallon. When asphalt emulsion is used, water for dilution will not be measured for payment.

The quantity of emulsion indicated in the bid schedule is an undiluted quantity.

Indicate a breakdown of total emulsion and water added on the load invoices supplied to the CO for payment.

Section 412. - ASPHALT TACK COAT**Description**

412.01 Delete the text and substitute the following:

412.01 This work consists of applying an emulsified asphalt or hot asphalt cement tack coat.

Tack coat emulsified asphalt grade will meet AASHTO T 140 or AASHTO T 208.

Tack coat asphalt cement grade will meet AASHTO M 20, M 226, or M 320

Material

412.02 Add the following.

Acceptable emulsified asphalt types for Asphalt Tack Coat are the following: CSS-1 CSS-1h, SS-1, or SS-1h.

Construction Requirements

412.06 Asphalt Application. Delete the first sentence of the second paragraph and substitute the following:

Apply the diluted emulsified asphalt according to Subsection 409.08 at a rate of 0.03 to 0.15 gallons per square yard.

Measurement

412.08 Delete the text and substitute the following:

The quantity of emulsion indicated in the bid schedule is an undiluted quantity.

Water for diluting tack coat in accordance with Subsection 412.06 will not be measured for payment.

The load invoices supplied to the CO for payment shall indicate a breakdown of total emulsion and water added.

Section 609. - CURB & GUTTER**Description**

609.01 Delete the text and substitute the following:

This work consists of constructing curb, wheelstops or concrete valley gutter at the locations and in accordance with the details shown in the plans.

Construction Requirements

609.05 Portland Cement Concrete Curb or Curb and Gutter. Delete the title of this subsection and substitute the following:

609.05 Portland Cement Concrete Curb or Valley Gutter.

Delete the second sentence of the first paragraph and substitute the following:

The Portland Cement Concrete Curb or Valley Gutter may be cast-in-place or slip formed.

Measurement

609.10 Add the following:

Measure Portland cement concrete valley gutter by linear foot.

Payment**609.11** Add the following:

Pay Item	Pay Unit
60914A Portland Cement Concrete Valley Gutter	Linear foot
Section 615. – SIDEWALKS, DRIVE PADS, AND PAVED MEDIANS	

Description**615.01** Add the following:

This work also consists of constructing detectable warning (truncated domes).

Material**615.02** Add the following:

Detectable warnings shall be truncated domes of the dimensions shown in the plans. Domes shall be prefabricated by the manufacturer as a pattern on concrete or masonry pavers.

Pavers shall meet all Americans with Disabilities Act (ADA) requirements for truncated domes, and when installed, shall be capable of producing the pattern of domes as shown in the plans.

Pavers shall meet the requirements of ASTM C 902 or ASTM C 936.

Alternate detectable warning materials may be used, if approved by the CO.

Construction Requirements**615.03 General.** Add the following:

(a) Detectable Warnings. Pre-fabricated pavers for detectable warnings shall be brought to the site in steel banded, plastic banded or plastic wrapped cubes capable of being transported by a fork lift or clamp lift. Pavers shall be carefully removed and stacked in a manner that results in the least amount of damage. All pavers that are damaged during transport or delivery will be rejected and shall be replaced at the Contractor's expense. Minor cracks or chipping due to transport and handling that do not interfere with the structural integrity of the paver or the overall pattern of truncated domes will not be deemed as grounds for rejection.

The Contractor shall set the pavers in concrete according to the manufacturer's recommendations, or as directed by the CO.

Pavers shall be placed in a running bond pattern. Domes shall be aligned to create a square grid in the predominant direction of travel as shown in the plans. Pavers shall be installed such that the base of the truncated dome is at the same elevation as the adjoining surface, allowing for a smooth transition between the curb ramp and the detectable warning.

When cut pavers are required to fill gaps between the pavers and the edge of concrete, the Contractor shall bevel portions of the truncated domes at a 45-degree angle to create a smooth transition between the partial dome and the curb ramp surface. Unless otherwise directed by the CO, pavers shall be cut and installed in such a manner that the domes on the cut sections will not significantly impact the overall pattern of the truncated domes.

The Contractor shall use a plate vibrator to embed the pavers into the concrete. The size and type of plate vibrator shall be in accordance with manufacturer's recommendations, or as directed by the CO. All pavers that are damaged during embedment shall be replaced at the Contractor's expense.

Joint spacing between paver units shall be in accordance with the manufacturer's recommendations, or as approved by the CO. Joints shall be filled completely with joint sand. Excess sand shall be removed by sweeping.

Section 617. – GUARDRAIL

Description

617.01

(d) Delete the text and substitute the following:

Terminal section types are designated as follows:

CRT	Cable releasing terminal
G4-BAT	Back slope anchor terminal
FAT-30	Flared anchor terminal, 30 feet long
FAT-20	Flared anchor terminal, 20 feet long
SBT-BAT	Back slope anchor terminal
Flared	Straight or parabolic flared W beam terminal
Tangent	Tangent W beam terminal
ET - PLUS	Extruder Terminal

Construction Requirements

617.03 Posts. Delete the text of this subsection and substitute the following:

Where it is not possible to maintain a 24 inch minimum distance between the back of the guardrail post and the top of a slope 2:1 or steeper, increase the post length to 8 feet.

Where an impenetrable object is encountered, use a short post. Do not place field cuts in contact with the ground. Anchor short posts in concrete. Backfill and compact the remaining hole with acceptable material.

Use only standard length posts in terminal sections.

Drive posts into pilot holes that are punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the post by more than ½ inch. Set posts plumb, backfill, and compact.

617.05 Terminal Sections. Delete the third paragraph and substitute the following:

When flared or tangent terminals are required, submit drawings from the manufacturer for the terminals according to Subsection 104.03.

Install extruder terminal sections as shown on the plans and according to manufacturer's guidelines. The ET-PLUS end terminal as manufactured by Trinity Industries, P.O. Box 99, Centerville, UT 84014, Phone (801) 292-4461.

Install manufacturer designated amber reflective cover at end of extruder terminal sections.

The hardware for the extruder terminal sections may not be available in corrosion resistant steel. Paint all such components a flat brown color that closely resembles the color of the weathered steel. Apply paint according to Section 563.

Measurement

617.10 Acceptance. Add the following:

Paint, terminal post reflectors, and reflective covers for the extruder terminal sections will not be measured for payment.

Payment

617.11 Add the following:

Pay Item	Pay Unit
61701CRT Guardrail System CRT	Linear foot
61701DDAA Guardrail System G4, Type 4, Class A (Steel Post)	Linear foot
61702E Terminal Section, Type CRT	Each

Section 619. – FENCES, GATES AND CATTLE GUARDS

Description

619.01 Add the following:

This work also consists of installation of gates and the installation and removal of temporary construction fence.

Material

619.02 Add the following:

Temporary construction fence may be either plastic or wooden. Plastic fence shall conform to Subsection 710.11. Wooden fence shall be approximately 4 feet in height with ½ inch by ¾ inch wooden pickets on 4 inch centers woven together by five cables of two strands each of NO. 12

gage galvanized steel wire. Alternate fence types may be used with approval.

Fence posts shall be galvanized steel and shall have anchor plates. Fence posts shall be a 6 foot galvanized steel T-post.

Construction Requirements

619.03 Add the following:

(d) Road closure gate.

This work shall consist of furnishing and constructing road closure gates at the location specified in the plans and in accordance with the FP-96 and these Special Contract Requirements.

Fabricate road closure gates according to Section 555. Assemble and place gates as shown in the plans. Weld according to ANSI/AASHTO/AWS D1.5.

Gates shall include all hardware required for gate assembly and installation, as well as all materials and work to assemble road closure signs, object marker signs and typical end of road markers as specified in the plans. No additional measurement will be made for the signs and material required for assembly.

619.06 Temporary Fence. Add the following:

Install temporary construction fence as shown in the plans and at locations specified in Subsection 107.02 of these Special Contract Requirements. Space fence posts at 8-foot maximum centers. Fence posts shall be a 6-foot galvanized steel T-post and shall be embedded to a minimum depth of 1'

Upon final acceptance of the project, remove temporary construction fence from the Kealia Pond Wildlife Refuge.

Measurement

619.10 Add the following:

Road closed signs, object markers, and end of road markers will not be measured for payment. All items required for the gate will be paid under Gate Road Closure, Double

Payment

619.11 Add the following:

Pay Item	Pay Unit
61901FA Fence, temporary Construction	Linear foot
61902FB Gate Road Closure, Double	Each

Section 630. --HIRED TECHNICAL SERVICES**Description**

630.01 This work consists of furnishing qualified personnel, to perform survey and staking and/or technical work, ordered by the CO and not otherwise provided for under the contract.

630.02 Workers and Equipment. Obtain approval of the length of a workday and workweek before beginning the work. Keep daily records of the number of hours worked. Submit the records along with certified copies of the payroll.

630.03 Additional Surveying Services. Furnish personnel, equipment, and material that conform to the requirements of Subsection 152.01. Survey according to Section 152. Survey and establish controls within the tolerances shown in Table 152-1, or within other tolerances as established by the CO.

Prepare field notes in an approved format. Furnish calculations. All field notes, supporting documentation, and calculations become the property of the Government upon completion of the work.

630.04 Hired Technical Services. Furnish qualified engineering personnel experienced in highway construction and design, capable of performing in a timely and accurate manner. Provide personnel with a minimum of NICET Level II certification in highway design and construction, or State (SHA) or industry certification-related design and construction equivalent to their intended responsibilities. Personnel with 2 years or more of recent job experience in the type of highway design and construction provided for under the contract may be used in lieu of certifications. Provide the names and relevant experience of all personnel. Furnish supporting tools and equipment (e.g., calculator, computer, and software, and appropriate and commonly-used drafting tools for the assigned task).

All calculations, notes, and supporting documentation become the property of the government upon completion of the work.

630.05 Acceptance. Additional surveying services will be evaluated under Section 152.

Hired technical services will be evaluated under Subsection 106.02 and 106.04

Measurement

630.06 Round portions of an hour up to the nearest half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

Measure additional surveying services by the crew hour as ordered by the CO. For surveying services, the minimum field survey crew is two persons. Do not measure time spent in making preparations, performing calculations, plotting cross-sections and other data, and processing computer data, and other efforts necessary to successfully accomplish the ordered survey services.

Do not measure time for worker's transportation time to and from the project site.

Measure hired technical services by the hour as ordered by the CO for performing calculations, plotting cross-sections and other data, and processing computer data.

Payment

630.07 The accepted quantities, measured as provided above, will be paid at the contract price per unit of measurement for the pay items listed below that are shown in the bid schedule that is shown in the bid. Payment will be full compensation for the work prescribed in this section. See Subsection 109.05.

Payment will be made under:

Pay Item	Pay Unit
63001 Hired technical services	Hour
63003 Additional survey services	Hour

Section 633. - PERMANENT TRAFFIC CONTROL

Description

633.01 Delete the second and fourth paragraph and substitute the following:

Sign post are designated as U-channel steel post conforming to section 718.08.

Sign panels are designated as steel panels as shown in the plans and in accordance with Subsection 718.04.

Construction Requirements

633.03 General. Add the following:

Paint all sign backs and edges in accordance with Section 563.

Paint for sign post and backs shall be Exterior Gloss Brown, Federal STN. Color #10080. Primer shall be in accordance with Table 563-3 and section 708.

633.05 Panels. Delete the first sentence and substitute the following:

Use type III, VII, VIII, or IX retroreflective sheeting.

Measurement**633.09** Add the following:

Sign panel FW-1, "Wildlife Viewing Area Sign" will be provided by the CO at no cost to the contractor. Contractor shall install this sign on a single post at location provided by the CO. Sign installation will be measured for payment under Item 63301.

Section 634. - PERMANENT PAVEMENT MARKINGS**Description****634.01** Delete the first sentence and substitute the following:

This work also includes applying Pavement Marking Symbols on the completed pavement.

Construction Requirements**634.03 General.** Add the following to the last paragraph:

Remove pavement markings using sandblasting or other methods that do not damage the surface or texture of the pavement. Make the removal pattern uneven so it does not perpetuate the outline of the removed pavement markings. Lightly coat sandblasted or removal areas on asphalt surfaces with emulsified asphalt.

Add the following:

Remove all conflicting pavement markings according to Subsection 635.13.

Add the following:

The Contractor may use, upon approval, permanent pavement marking materials and layouts meeting current state approved standards that are practiced in the region of the project in lieu of contract requirements, if the state standards meet the requirements of the MUTCD. The material substituted must be equivalent to that required in the specifications. Obtain the CO's approval before incorporating into the work. When requesting approval, furnish to the CO the applicable state standards (specifications and drawings), manufacturer's name and address, supplier's certification indicating material is produced to state approved specifications, pricing data showing cost difference for labor and materials, and any other available information describing application and performance. When directed, submit samples for approval at the Contractor's expense. Within 14 days, the CO will inform the Contractor as to the acceptance of the request. The unit price for the contract item(s) will be reduced to reflect any cost savings.

Add the following subsection:

634.08A Thermoplastic Markings (Pavement Markings, symbols)

Apply pavement markings symbols with the final lift of pavement. Apply preformed plastic markings according to the manufacture's recommendations.

634.11 Raised Pavement Markers. Add the following:

Install Raised Pavement Markers, Type C with final lift of pavement and in accordance with the details shown in the plans.

Measurement

634.13 Add the following:

Measure pavement marking symbols and raised pavement markers by the each.

Payment

634.14 Add the following:

Pay Item	Pay Unit
63405C Raised Pavement Marker, Type C	Each
63406 Pavement markings, symbols	Each

Section 635. - TEMPORARY TRAFFIC CONTROL

Construction Requirements

635.03 General Add the following to the first paragraph:

Use barricades, cones, tubular markers, drums, portable sign supports, vertical panels, truck mounted attenuators, and temporary crash cushions that meet crash testing requirements of NCHRP 350 or that have been accepted by the FHWA for nation-wide use. Submit a written certification that traffic control devices in use on the project meet crash-testing requirements. Information regarding NCHRP 350 and crash-tested FHWA accepted work zone traffic control devices could be found at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

635.03 General. Add the following:

(i) Furnish temporary traffic control devices that meet the NCHRP Report 350, Recommended Procedures for Safety Performance and Evaluation of the Highway Features, crashworthiness standards.

635.05 Barricades. Delete the second sentence and substitute the following:

Use type III retroreflective sheeting.

635.06 Cones and Tubular Markers. Delete the third sentence and substitute the following:

Use type III or VI retroreflective sheeting.

635.07 Construction Signs. Delete the first sentence and substitute the following:

Use type III, VII, VIII, or IX retroreflective sheeting. Provide the same type of sheeting on all post-mounted construction signs that pertain to the project.

635.08 Drums. Delete the third sentence and substitute the following:

Use type III retroreflective sheeting.

635.09 Flaggers and Uniformed Law Enforcement Officer. Delete this subsection and substitute the following:

Furnish flaggers certified by ATSSA, the National Safety Council, the International Municipal Signal Association or a state agency.

Furnish Uniformed Law Enforcement Officers during times that work is being conducted on the North Kihei Highway. Uniformed Law Enforcement officers must be off-duty police officers in full uniform and official police vehicle. Locate the officer and vehicle in a clearly visible area in advance of the work zone.

Uniformed Law Enforcement Officer shall wear high-visibility clothing as described in the MUTCD, Subsection 6E.02.

It is the contractor's responsibility to contact the nearest local law enforcement agency to arrange for these services.

Measurement

(f) Add the following:

Measure Uniformed Law Enforcement officer by the hour. Round portions of an hour up to the half hour. Time measured in excess of 40 hours per week will be measured at the same rate as first 40 hours.

Payment

635.27 Add the following:

Pay Item	Pay Unit
63544 Uniformed Law Enforcement Officer	Hour

Section 702. - ASPHALT MATERIAL

702.04 Application Temperatures. Delete Table 702-1, and substitute the following:

Table 702-1
Application Temperatures - Range °F

Type and Grade Of Asphalt Material	Temperature Ranges Minimum - Maximum	
	Spraying Temperatures	Mixing Temperatures ⁽¹⁾
Cub-back asphalt-		
MC-30	85 - ⁽²⁾	---
RC or MC-70	120 - ⁽²⁾	---
RC or MC-250	165 - ⁽²⁾	135 - 175 ⁽³⁾
RC or MC-800	200 - ⁽²⁾	165 - 210 ⁽³⁾
RC or MC-3000	230 - ⁽²⁾	180 - 240 ⁽³⁾
Emulsified asphalt-		
RS-1	70 - 140	---
RS-2	125 - 185	---
MS-1	70 - 160	70 - 160
MS-2, MS-2h	-	70 - 160
HFMS-1, 2, 2h, 2s	70 - 160	50 - 160
SS-1, 1h, CSS-1, 1h	70 - 160 ⁽⁴⁾	70 - 160
CRS-1	125 - 185	---
CRS-2	140 - 185	---
CMS-2, CMS-2h	100 - 160	120 - 140
Asphalt binder-		
All grades	365 max.	365 max.

⁽¹⁾ Temperatures of mix immediately after discharge.

⁽²⁾ The maximum temperature at which fogging or foaming does not occur.

⁽³⁾ Temperature may be above flash point. Take precautions to prevent fire or explosion.

⁽⁴⁾ For fog seals and tack coats.

Section 703. – AGGREGATE

703.02 Coarse Aggregate for Concrete. Delete the Subsection and substitute the following:

703.02 Coarse Aggregate for Concrete. Conform to AASHTO M 80 class A including the restriction on reactive materials, except as amended or supplemented by the following:

- (a) Los Angeles abrasion, AASHTO T 96 40% max.
- (b) Adherent coating, ASTM D 5711 1.0% max.
- (c) Grading, AASHTO M 43 All sizes, except Nos. 8, 89, 9 or 10

For bridge decks or surface courses, do not use aggregate known to polish or carbonate aggregates containing less than 25 percent by mass of insoluble residue as determined by ASTM D 3042.

For lightweight coarse aggregate, conform to AASHTO M 195.

Section 704. - SOIL**704.06 Unclassified Borrow.** Delete (b) and substitute the following:**(b)** Soil Classification, AASHTO M 145 A-1 or A-2-4**Section 705. - ROCK****705.02 Riprap Rock.** Delete the text and substitute the following:

Furnish hard, durable, angular rock that is resistant to weathering and water action and free of organic or other unsuitable material. Do not use shale, rock with shale seams, or other fissile or fissured rock that may break into smaller pieces in the process of handling and placing. Conform to the following:

- | | |
|---|-------------|
| (a) Apparent specific gravity, AASHTO T 85 | 2.40 min. |
| (b) Absorption, AASHTO T 85 | 4.0% max. |
| (c) Los Angeles abrasion, AASHTO T 96 | 50% max. |
| (d) Gradation for the class specified | Table 705-1 |

Section 709. – REINFORCED STEEL AND WIRE ROPE**709.01 Reinforcing Steel.****(b) Reinforcing bars.** Delete the text and substitute the following:

Furnish deformed, grade 60 bars conforming to AASHTO M31 or M322.

(d) Tie bars. Delete the text and substitute the following:

Furnish deformed, grade 60 bars conforming to AASHTO M31.

(e) Hook bolts. Delete the text and substitute the following:

Furnish deformed, grade 60 bars conforming to AASHTO M31 with M14 rolled threads or M16 cut threads. Furnish a threaded sleeve nut capable of sustaining a minimum axial load of 15,000 pounds.

Section 711. - CONCRETE CURING MATERIAL AND ADMIXTURES**711.03 Chemical Admixtures.** Delete the text and substitute the following:

Furnish water-reducing, retarding, set-accelerating, and hydration stabilizing admixtures, or combinations thereof, conforming to AASHTO M 194. For hydration stabilizing admixtures, conform to AASHTO M 194, type B or D.

Add the following:

Furnish a calcium nitrite corrosion inhibitor in all concrete. Furnish test certificates from an independent laboratory indicating specification compliance with results of physical tests per AASHTO M 194 and corrosion inhibiting properties per ASTM G 109. Conform to the following:

- (a) Use only non-accelerating calcium nitrite solution (neutral set version).
- (b) Use the active ingredient calcium nitrite $[\text{Ca}(\text{NO}_2)_2]$.
- (c) Furnish the calcium nitrite in solution containing not less than 29% calcium nitrite solids. Verify the concentration of the calcium nitrite solution by spectrophotometric analysis or other comparable methods. Measure the nitrite concentration in accordance with Standard Methods for the Examination of Water and Waste Water, 18th Edition.
- (d) Provide a volume of one gallon of calcium nitrite solution, which weighs within the range of 10.40 to 11.92 lb.
- (e) Dosage Rate: Add the calcium nitrite solution to the concrete mixture at a rate of 4.50 to 4.60 gallons per cubic yard of concrete.
- (f) Ensure the addition of calcium nitrite to the concrete mix does not adversely affect the properties of fresh and hardened concrete. Provide calcium nitrite concrete which meets the physical requirements of AASHTO M 194 for concrete containing Type A, water-reducing admixtures, except that the requirements for Compressive strength, min. % of control, must not be less than 100 for all ages.

The following table lists the corrosion inhibiting test result limits for calcium nitrite concrete tested in accordance with ASTM G 109.

Measured average macrocell current any time during the test	less than 10 :A
Average macrocell current at test completion	less than 2 :A
Average visible corrosion measured as percent corroded area of control	85% or less

Ensure that concrete containing a corrosion inhibitor admixture also contains water reducing retardant admixture. A high range water reducer may be required to provide the required

workability and to normalize the setting time of concrete. Ensure that all admixtures are compatible with the corrosion inhibitor admixture.

Adjust the weight of mixing water for a concrete mix containing the corrosion inhibitor admixture calcium nitrite to account for water in the calcium nitrite solution. For each gallon of calcium nitrite solution added to the concrete, deduct 0.84 gallon or 7.0 pounds of water from the weight of the mixing water. Store the calcium nitrite solution in a dark container to protect against photo degradation.

Use the following maximum chloride content limits for the concrete:

Production	0.40 lbs/yd ³
Mix Design	0.34 lbs/yd ³

Determine the chloride content as the average of three tests on samples taken from the concrete for each day's production. Test chloride content in accordance with the State of Florida Standard Test Method FM 5-516. Certify the test results of the chloride determinations.

If the test results indicate that the chloride level is greater than the above limits, suspend concrete production until implementing corrective measures. Remove and replace any in-place concrete if the test results indicate that the chloride level is greater than the above limits.

Add the following subsection:

711.05 Concrete Coloring Agents. Coloring agents shall conform to ASTM C 979. Use only coloring agents composed of synthetic or natural inorganic iron oxides.

Section 713. - ROADSIDE IMPROVEMENT MATERIAL

713.16 Silt Fence. Delete the text and substitute the following:

Conform to AASHTO M 288.

Section 718. - TRAFFIC SIGNING AND MARKING MATERIAL

718.01 Retroreflective Sheeting. Delete the text in the first and second paragraphs and substitute the following:

Conform to ASTM D 4956.

Conform to ASTM D 4956 Supplemental Requirement S1, Fungus Resistance, if specified. For reboundable retroreflective sheeting, conform to ASTM D 4956 including Supplemental Requirement S2, Reboundable Sheeting Requirements.

When an adhesive is used, use ASTM D 4956 backing class 1, 2, or 3.

718.04 Steel Panels. Delete the text in the first paragraph and substitute the following:

Furnish 0.079 inch continuous coat galvanized sheet steel blanks conforming to ASTM A 653. Mill phosphatize the zinc coating (designation G 90) to a thickness of 0.0035 ± 0.00175 ounces per square foot of surface area.

718.08 Signposts.**(b) Steel posts.** Delete the text and substitute the following:

(1) U-channel steel posts. Furnish flanged, channel, galvanized steel posts conforming to ASTM A 499, grade 60, and the following:

(a) Dimensions of U cross section

(1) Width of opened end of U including flanges	3-3½ inch
(2) Width of closed end of U	1-1½ inch
(3) Depth of U	1-2 inch
(4) Thickness of steel	0.10-0.20 inch

(b) Punching. Starting 1 inch from the top and extending the full length of the post, drill or punch 0.375 inch holes on 1 inch centers along the centerline of the bottom of the U. Remove all burrs and sharp edges.

(c) Galvanizing after punching

AASHTO M 111

(2) Square tubular steel posts. Furnish square tubular galvanized steel posts conforming to ASTM A 1011, grade 55, or ASTM A 715, grade 60, and the following:

(a) Dimensions of cross section

(1) Outside dimensions	1¾ by 1¾ inch or 2 by 2 inch
(2) Wall thickness	0.08 inch
(3) Mass	5.0-6.0 lb/yd

(b) Punching. Starting 1 inch from the top and extending the full length of the post, drill or punch 0.43 inch holes on 1 inch centers along the centerline of all four sides, in true alignment and opposite each other directly and diagonally. Remove all burrs and sharp edges.

(c) Galvanizing after punching
(inside and outside of post)

ASTM A 635, Z275

(d) Corrosion resistant steel posts. Furnish post and breakaway plates conforming to ASTM A 588 or ASTM A 242.

718.12 Delineator and Object Marker Retroreflectors.

(b) Type 2 (retroreflective sheeting). Delete the first sentence and substitute the following:

Furnish a fungus resistant type III, V, VII, VIII, or IX retroreflective sheeting with a class 1 or 2 adhesive backing conforming to ASTM D 4956.

718.20 Raised Pavement Markers. Delete the text and substitute the following:

(a) Non-plowable, extended life, retroreflective, pavement markers. Conform to ASTM D 4280.

(b) Plowable, retroreflective, pavement markers. Conform to ASTM D 4383.

APPENDIX A

Application for Grading and Grubbing

APPLICATION FOR GRADING & GRUBBING PERMIT

County of Maui
Department of Public Works & Environmental Management
Development Services Administration
Phone: 270-7242 FAX: 270-7972

Project Name: Kealia Pond Parking Area
TMK: (2) _____ Street Address/Location: Kealia Pond NWR

Application is hereby made for (check one or both):

☒ GRADING PERMIT FILL 672 CY EXCAVATE 79 CY

GRADED AREA 0.521 (22,693) ACRES/SQ. FT.

MAXIMUM HEIGHT OF EXCAVATION OR FILL 2.5 FEET

☐ GRUBBING PERMIT GRUBBED AREA _____ ACRES/SQ. FT.

Is the property in the Special Management Area (SMA)? Yes _____ No X
Is the property located on the shoreline? Yes _____ No X (If yes, see back of application for additional requirements)
Will grading be done within a Special Flood Hazard Area or the 100 year flood inundation limits of a drainageway? Yes _____ No X
Estimated Dates: Start 10/15/2008 Completion 03/15/2009

OWNER/PERMITTEE CERTIFICATION:

I hereby certify that I have read and fully understand the "Owner's Acknowledgment", "Standard Grading Conditions" and any "Special Grading Conditions" as indicated elsewhere on this application, and that I will fully comply with the provisions set forth in Chapter 20.08 of the Maui County Code (MCC), "the grading ordinance". I understand and agree that no further verbal or written warnings are required for noncompliance with any Standard or Special Grading Conditions or the provisions of Chapter 20.08 MCC. I agree that noncompliance may result in the immediate issuance of a stop work order along with a Notice of Violation and appropriate fines.

OWNER: Name: U.S. Fish and Wildlife Service Date: 07/25/2008
Address: P.O. Box 1042, Kihei, Hawaii 96753
Phone: 808-875-1582 Fax: 808-875-2945 E-mail: glynnis_nakai@fws.gov
Signature: _____ Print Name: Glynnis Nakai

PERMITTEE: Name: Federal Highway Administration Date: 07/25/2008
(If different from owner) Address: 12300 W. Dakota Ave., Lakewood, Colorado 80228
Phone: 720-963-3723 Fax: 720-963-3596 E-mail: Dave.Gedeon@fhwa.dot.gov
Signature: _____ Print Name: Dave Gedeon

ENGINEER/CONTRACTOR INFORMATION (if applicable):

Engineer: Sebastian Guzman Address: FHWA, Lakewood, CO Phone No.: 720-963-3642

Contractor: _____ Address: _____ Phone No.: _____

Contractor License No.: _____ License Expiration Date: _____

The information below to be filled in by DSA

Permit Fee: \$ _____ Bond Amount: \$ _____ ☐ Cash ☐ Surety ☐ Exempt

Bond Company _____ Bond No. _____

SPECIAL GRADING CONDITIONS:

- ☐ Prior to the start of work, an SMA assessment form shall be submitted to the Department of Planning and all applicable SMA requirements shall be complied with.
- ☐ Archaeological monitoring required. See DLNR letter dated _____.
- ☐ Provide Grading Report per Section 20.08.250 MCC
- ☐ Other: _____

PERMIT NO. _____

Approved by _____
Development Services Administration

Date of Issuance _____

(SEE BACK OF APPLICATION FOR ADDITIONAL INFORMATION)

SUBMITTAL CHECKLIST (Incomplete applications will not be accepted):

MINOR GRADING PERMIT (Graded area under 1 acre and maximum height of excavation or fill under 15 feet):

- ▶ **GRADING PLAN** - Two (2) Copies
- ▶ **BEST MANAGEMENT PRACTICES (BMP) PLAN** - Two (2) Copies; Plan can be combined with grading plan.
- ▶ **COMPLETED APPLICATION** - One (1) Original

MAJOR GRADING PERMIT (Graded area over 1 acre OR maximum height of excavation or fill over 15 feet):

- ▶ **GRADING PLAN** - Three (3) Copies; PREPARED BY LICENSED ENGINEER
- ▶ **EROSION CONTROL PLAN** - Three (3) Copies; PREPARED BY LICENSED ENGINEER
- ▶ **DRAINAGE PLAN AND REPORT** - Two (2) Copies; PREPARED BY LICENSED ENGINEER
- ▶ **ENGINEER'S SOILS REPORT** (only required if maximum height of excavation or fill greater than 15 feet) - One (1) Copy; PREPARED BY LICENSED SOILS ENGINEER
- ▶ **COMPLETED APPLICATION** - One (1) Original

GRUBBING PERMIT (Ground cover uprooted from surface of ground with no change in grade):

- ▶ **GRUBBING PLAN** - Two (2) Copies
- ▶ **BEST MANAGEMENT PRACTICES (BMP) PLAN** - Two (2) Copies; Plan can be combined with grubbing plan.
- ▶ **COMPLETED APPLICATION** - One (1) Original

GRADING/GRUBBING WORK ON PROPERTY ON SHORELINE (in addition to above submittals)

- ▶ **LIMITS OF COASTAL DUNE** - Determination to be made by coastal scientist.
- ▶ **COPY OF SMA PERMIT**
- ▶ **LIMITS OF SHORELINE SETBACK AREA** - As determined by Department of Planning.
- ▶ **THE FOLLOWING STATEMENTS SHALL BE PLACED ON THE PLAN:**
 1. All construction related conditions of the SMA permit.
 2. That the importation and placement of soil is prohibited within the shoreline area.
 3. That grading of the coastal dune is prohibited.

*Grading permit fee and bond shall be collected prior to issuance of permit.

OWNER'S ACKNOWLEDGMENT:

1. I confirm that the information provided in this application is true and correct to the best of my knowledge and I assume all responsibility for the truth and validity of this application and all associated exhibits and documents submitted.
2. I agree to allow representatives of the County of Maui to go on or about the subject property for inspection purposes in connection with this application.
3. If the owner is a corporation, partnership, limited liability company (LLC), governmental agency or other entity, I confirm that I am authorized to act on behalf of the corporation, partnership, LLC, governmental agency or other entity in processing this application.

STANDARD GRADING CONDITIONS:

1. This permit expires one year from the date of issuance. It may be extended upon request in cases of hardship or good cause.
2. A copy of the permit and the approved grading/grubbing plans shall be kept onsite during construction.
3. The permittee shall notify DSA at least two (2) days prior to commencing work by calling 270-7366.
4. The importation and placement of soil is prohibited within the shoreline area, except for sand. The grading of coastal dunes is prohibited.
5. Submission of a Grading Report (Section 20.08.250 MCC), including compaction tests, is required at the completion of the project and prior to release of the bond or project completion for work involving cuts and fills greater than 15 feet in height. Compaction tests shall be provided for work involving County roadway construction.
6. The grading limits shall be clearly staked out prior to initiation of work and maintained to completion of grading.
7. The area to be graded or grubbed shall not exceed fifteen acres. Additional areas shall not be opened for grading or grubbing until the area already disturbed has been adequately stabilized.
8. The horizontal distance from the top or bottom of a cut or fill slope to the adjoining property line shall be in accordance with Section 20.08.210 MCC.
9. In the event that anything shown on the approved grading/grubbing plans is in conflict with any of the provisions of the grading ordinance, the stricter of the two shall apply.
10. Best Management Practices (BMPs) per the approved erosion control plan must be installed prior to clearing and grading.
11. At a minimum, disturbed areas of the construction site that will not be redisturbed for twenty-one days or more will be stabilized (grassed or graveled) by no later than the fourteenth day after last disturbance.
12. All areas disturbed by construction activities shall control dust emissions to the maximum extent practicable through the application of bmps, that may include watering with trucks or sprinklers, erection of dust fence, limiting the area of disturbance, and timely grassing of finished areas. Grading operations shall be temporarily halted during adverse wind conditions when dust cannot be controlled otherwise.
13. Issuance of this permit does not obviate the need to obtain and comply with other agency requirements including those from the Planning Department, State Department of Health, State Historic Preservation Division, Army Corps of Engineers, and any others if applicable.
14. Should historic sites such as walls, platforms, pavements, or mounds, or remains such as artifacts, burials, concentration of shell or charcoal be encountered during construction activities, work shall cease immediately in the immediate vicinity of the find and the find shall be protected from further damage. The contractor and/or landowner shall immediately contact the State Historic Preservation Division (243-5169), which will assess the significance of the find and recommend and appropriate mitigation measures, if necessary.
15. The applicant is advised that there are zoning restrictions of building heights which are measured from the top of the structure to the natural or finish grade, whichever is lower. For example, residential, agricultural, and rural districts have a height restriction of 30 feet. Placing fill on your lot will reduce the allowable height to less than 30 feet from the finished grade. Call the Zoning Administration and Enforcement Division of the Planning Department at 270-7735, should you have any questions regarding building height restrictions.

APPENDIX B

Permit to Perform Work Upon State Highways

IN CONSIDERATION OF A PERMIT BEING ISSUED TO THE APPLICANT, THE APPLICANT HEREBY AGREES AS FOLLOWS:

Rules & Regulations

1. To perform all work in conformity with the specifications for Installation of Miscellaneous Improvements Within State Highways dated May 1, 1984, or any revision thereof, issued by the Highways Division, Department of Transportation prior to the date of this application; with applicable sections of the Standard Specifications for Road and Bridge Construction, Hawaii Highways Division, Department of Transportation, 1985, or any revision thereof effective prior to the date of the application; and with applicable statutes, ordinances and directions of the Director of Transportation or his authorized representative.
2. To comply with the provisions of the Federal Highway Administration's Federal-aid Highway Program Manual (FHPM) 6-6-3-2 and Chapter 105, Title 19* of State Administrative Rules entitled Accommodation and Installation of Utilities on State Highways and Federal-aid County Highways; and of all laws, ordinances and rules and regulations having the effect of law.
3. To install, provide, and maintain all traffic control devices in accordance with the Administrative Rules Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways as adopted by the Director of Transportation, and the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, Traffic Controls for Highway Construction and Maintenance Operations, dated 1984.
4. To safeguard and facilitate the movement of vehicular and pedestrian traffic in accordance with the Administrative Rules Governing the Design, Construction and Maintenance of Public Streets and Highways as adopted by the Director of Transportation; to place signs or barricades informing motorists or pedestrians of work to be done in a safe manner and to remove same upon completion of work.

Workmanship: Responsibility & Warranty

5. To diligently prosecute the work to completion, in a neat and workmanlike manner, within the dates set forth in said permit.
6. To undertake, for a period of one (1) year after the satisfactory completion of such work, any necessary repairs to highway facilities disturbed by the work performed under said permit; or to pay the actual cost of such repairs made by the Department of transportation.
7. To remove, relocate, replace, reconstruct or adjust, at the applicant's expense, any work or facility constructed or placed by the applicant on or under the right of way of a state highway whenever and as often as may be required by the Director or the Director's authorized representative in order to undertake the construction, reconstruction or maintenance of said highway.
8. To keep all facilities installed under said permit in good repair so that the presence of such facility on or under the highway will in no way impair the use or usefulness of any highway improvement which may now exist or hereinafter come into existence.
9. To make all repairs in such manner as may be required by Chapter 264, Hawaii Revised Statutes.

State Indemnity

10. To protect, defend, indemnify and save harmless, the State and its agents and representatives, against any claim, liability, suit or action of every manner and description, for any injury to or death of persons or for property damage, whenever such injury, death or damage shall be inflicted or caused by the applicant, the applicant's agents, contractors or representatives in connection with the work covered by said permit.
11. To procure, at the applicant's own expense, and keep in force at all times when work permitted under said permit is being done, a policy or policies of public liability and property damage insurance, naming the State as an additional insured, covering the entire work to be done under said permit and for at least the minimum coverages set forth on the reverse side hereof. The State is to be given 30 days written notice of cancellation of said insurance.
12. To supply evidence satisfactory to the State that the required insurance has been procured and is in force prior to commencing the work under said permit.
13. If the death or injury to any person, or the loss or damage to any property, is caused by the United States Government in the course of its use of the property, the liability, if any, of the U.S. Government therefor shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat.869,982;28 USC 2671-2680).

Nondiscrimination Covenants

14. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
15. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination.
16. The applicant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

Agreements

17. To surrender the permit herein applied for and surrender all rights thereunder whenever notified to do so because of a default in any of these conditions agreed above.
18. To Keep a copy of said permit in the hands of the working crew for exhibit upon request of any authorized representative of the Department of Transportation.
19. Permit fee is not refundable under any condition.